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No. 20]

NEW DELHI, SATURDAY, MAY 20, 1989/VAISAKHA 30, 1911

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

कार्मिक, लोक शिफायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)  
आदेश

नई दिल्ली, 4 मई, 1989

का. आ. 1179 :—केन्द्रीय सरकार, दिल्ली विशेष पुलिस  
स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25)  
की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा  
प्रदत्त शक्तियों का प्रयोग करते हुए मणिपुर राज्य सरकार  
की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की  
शक्तियों और अधिकारिता का विस्तार, निम्नलिखित अपराधों  
के अन्वेषण के लिए, सम्पूर्ण मणिपुर राज्य पर करती है :—

(क) भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का  
अधिनियम सं. 49) के अधीन अपराध।

(ख) ऊपर वर्णित अपराधों में से एक या अधिक अपराधों  
के संबंध में उससे संयुक्त प्रयत्नों, बुद्धि और  
बुद्धि तथा उन्हीं तथ्यों से उत्पन्न होने वाले वैसे

ही संव्यवहार के अनुक्रम में किए गए अन्य अपराध  
या अपराधों के संबंध में।

[संख्या 228/40/88 - ए. वी. डी. - (II)]

MINISTRY OF PERSONNEL, P.G. & PENSIONS  
(Department of Personnel and Training)

ORDER

New Delhi, the 4th May, 1989

S.O. 1179.—In exercise of the powers conferred by sub-section (i) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Manipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Manipur for investigation of offences as hereunder :—

(a) Offences under Prevention of Corruption Act, 1988 (Act No. 49 of 1988).

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences

mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/40/88-AVD. II]

का.आ.1180—केन्द्रीय सरकार, बंड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री सी. एच. वेंकटाचलम, अभियोजन अधिकारी को किसी ऐसे राज्य या संघ राज्य क्षेत्र में, जिनको पूर्वोक्त धारा लागू होती है, विधि द्वारा स्थापित विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन द्वारा संस्थित किए गए मामलों और पुनरीक्षण या अपील न्यायालयों में उन मामलों से उत्पन्न होने वाली अपीलों पुनरीक्षणों या अन्य मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225/5/89 - ए. वी. डी. (II)]

जी. सीतारामन, अवसर सचिव

S.O. 1180.—In exercise of the powers conferred by sub-section (8) of section 24 of the Criminal Procedure Code 1973 (2 of 1974) the Central Government hereby appoints Shri Ch. Venkatachalam, Prosecuting Officer as Special Public Prosecutor for conducting cases instituted by Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of those cases in Revisional or Appellate Courts, established by law in any State or Union Territory of India to which the provisions of the aforesaid section apply.

[No. 225/5/89-AVD. II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 11 मई, 1989

स्टाम्प

का.आ.1181:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा मैसर्स त्रिवेणी इंजीनियरिंग वर्क्स लि., नई दिल्ली को एक लाख बारह हजार और पांच सौ रुपये भाषा के उस समेकित स्टाम्प शुल्क की अदायगी करने की अनुमति देती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले एक करोड़ पचास लाख रुपये के कुल मूल्य के सौ-सौ रु. के 1,50,000—15 प्रतिशत आरक्षित विमोक्ष्य असम्पत्ति-समीचीय ऋणपत्रों पर स्टाम्प ड्यूटी के कारण प्रभावी है।

[सं. 19/89—स्टाम्प फाइल सं. 33/27/89—बि. कर]

बी.आर. मेहमी, अवसर सचिव

## MINISTRY OF FINANCE

(Department of Revenue)

### ORDER

New Delhi, the 11th May, 1989

### STAMPS

S.O. 1181.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby permits M/s. Triveni Eng. Works Limited, New Delhi, to pay consolidated stamp duty of rupees one lakh twelve thousand and five hundred only, chargeable on account of the stamp duty on 1,50,000—15 per cent Secured Redeemable Non-Convertible Debentures (2nd series) of Rs 100—each of the total value of rupees one crore fifty lakh only to be issued by the said Company.

[No. 19/89-Stamps F. No. 33/27/89-ST]

B. R. MEHMI, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 25 अप्रैल, 1989

का.आ.1182:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सफाई पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम के खण्ड 19 के उप-खण्ड (2), के उपबन्ध, युनाइटेड बैंक आफ इण्डिया, कलकत्ता पर 8 मार्च 1991 की अवधि तक, उस सीमा तक लागू नहीं होंगे, जहां तक उनका संबंध गिरबीधर के रूप में, तिवोली पार्क अपार्टमेंट्स के शेयरों की उनकी धारिता से है।

[सं. 15/2/87-बी. प्रो.—III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 25th April, 1989

S.O. 1182.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to United Bank of India, Calcutta, for a period upto 8th March, 1991 insofar as they relate to its holding of the shares in Tivoli Park Apartments Pvt. Ltd. as pledgee.

[No. 15/2/87-B.O. III]

नई दिल्ली, 26 अप्रैल, 1989

का.आ.1183:—सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेबसाई) अधिनियम, 1971 (1971 का 50) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और वित्त मंत्रालय, राजस्व तथा बैंकिंग विभाग की दिनांक 8 अक्टूबर, 1976 की अधिसूचना संख्या का.आ. 3900 का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पहले किये गये कार्यों को छोड़कर केन्द्रीय सरकार एतद्वारा निम्नलिखित सारणी के कालम (1) में उल्लिखित उन अधिकारियों को नियुक्त करती है जो सरकार के राजपत्रित अधिकारियों के स्तर के

समकक्ष अधिकारी होंगे और उक्त अधिनियम के प्रयोजन के लिये सम्पदा अधिकारी (एस्टेट आफिसर) होंगे। ये अधिकारी प्रदत्त शक्तियों का प्रयोग करेंगे तथा उक्त अधिनियम द्वारा या उसके अधीन उक्त सारणी के कालम (2) में उल्लिखित सरकारी स्थानों के संबंध में सम्पदा अधिकारियों को सौंपे गये कर्तव्यों को पूरा करेंगे।

## सारणी

अधिकारी का पद	सरकारी स्थानों की श्रेणियाँ और अधिकार क्षेत्र की सीमाएँ
1	2
उप महा प्रबन्धक, पुणे प्रंचल, पुणे।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और महाराष्ट्र राज्य में पुणे जिले में अवस्थित स्थान।
उप महा प्रबन्धक, बम्बई महानगरीय प्रंचल	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और ग्रेटर बम्बई के पूरे जिले और पश्चिम बंगाल तथा बिहार के पूरे राज्यों को मिलाकर बनाये गये क्षेत्र में अवस्थित स्थान।
सहायक महा प्रबन्धक, विषम प्रंचल, नागपुर	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और महाराष्ट्र राज्य के नागपुर बर्घा, भंडारा, अकोला, अमरावती, भुलशना, चन्द्रपुर, गाडचिरोली और यवतमाल जिलों में अवस्थित स्थान।
सहायक महा प्रबन्धक, दक्षिणी प्रंचल, बंगलोर	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और कर्नाटक, केरल, आंध्र प्रदेश, तमिलनाडु और संघ राज्य क्षेत्र पाण्डिचेरी में अवस्थित स्थान।
उप महा प्रबन्धक, उत्तरी प्रंचल, दिल्ली	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और संघ राज्य क्षेत्र, दिल्ली। संघ राज्य क्षेत्र चण्डीगढ़ और उत्तर प्रदेश, पंजाब, हरियाणा, राजस्थान और जम्मू व कश्मीर के राज्यों में अवस्थित स्थान।
सहायक महा प्रबन्धक, ठाणे और गुजरात प्रंचल, ठाणे।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और महाराष्ट्र तथा गुजरात के राज्यों में ठाणे तथा रायगढ़ के जिलों में अवस्थित स्थान।
सहायक महा प्रबन्धक, मध्य प्रदेश भोगाल।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और मध्य प्रदेश राज्य में अवस्थित स्थान।
सहायक महा प्रबन्धक, दक्षिणी महाराष्ट्र प्रंचल, कोल्हापुर।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और महाराष्ट्र तथा गोवा के राज्यों में कोल्हापुर, सांगली, सतारा, रत्नागिरी और सिंधु दुर्ग के जिलों में अवस्थित स्थान।

1	2
सहायक महा प्रबन्धक, मराठवाड़ा प्रंचल औरंगाबाद।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये और महाराष्ट्र राज्य में औरंगाबाद जालना, सोलापुर, उस्मानाबाद, सातूर, बीड, परमली तथा नौवड के जिलों में अवस्थित स्थान।
सहायक महा प्रबन्धक, केन्द्रीय महाराष्ट्र प्रंचल, नासिक।	बैंक आफ महाराष्ट्र के अथवा उसके द्वारा अथवा उसकी ओर से पट्टे पर लिये गये तथा महाराष्ट्र राज्य में नासिक, अहमदनगर, धुले और जलगांव के जिलों में अवस्थित स्थान।

[सं. 13/3/88-बी. ओ.-III]

प्राण नाथ, भवर सचिव

New Delhi, the 26th April, 1989

S.O.1183.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the Notification of the Government of India, Ministry of Finance, Department of Revenue and Banking, S.O. No. 3990 dated the 8th October, 1976, except in respect of things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the ranks of gazetted officer of Government, to be estate officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of Public Premises and local limits of jurisdiction
(1)	(2)
Deputy General Manager, Pune Zone, Pune.	Premises belonging to or taken on lease by, or on behalf of the Bank of Maharashtra and situated in the District of Pune in the State of Maharashtra.
Deputy General Manager, Bombay Metropolitan Zone.	Premises belonging to, or taken on lease by or on behalf of the Bank of Maharashtra and situated and comprising the entire district of Greater Bombay and the entire States of West Bengal and Bihar.
Assistant General Manager, Vidharbha Zone, Nagpur	Premises belonging to or taken on lease by, or on behalf of the Bank of Maharashtra and situated in the districts of Nagpur, Wardha, Shandara, Akola, Amravati, Buldhana, Chandrapur, Gadchiroli and Yeotmal of the State of Maharashtra.

(1)	(2)
Assistant General Manager, South Zone, Bangalore	Premises belonging to, or taken on lease by, or on behalf of, Bank of Maharashtra and situated in the States of Karnataka, Kerala, Andhra Pradesh, Tamilnadu and Union Territory of Pondicherry.
Deputy General Manager, North Zone, Delhi.	Premises belonging to, or taken on lease by, or on behalf of the Bank of Maharashtra and situated in Union Territory of Delhi, Union territory of Chandigarh, States of Uttar Pradesh, Punjab, Haryana, Rajasthan and Jammu and Kashmir.
Assistant General Manager, Thane and Gujarat Zone,	Premises belonging to, or taken on lease by, or on behalf of the Bank of Maharashtra and situated in the districts of Thane and Raigarh in the States of Maharashtra and the State of Gujarat.
Assistant General Manager, Madhya Pradesh, Bhopal.	Premises belonging to or taken on lease by, or on behalf of, the Bank of Maharashtra and situated in the State of Madhya Pradesh.
Assistant General Manager, South Maharashtra Zone, Kolhapur.	Premises belonging to, or taken on lease by, or on behalf of, the Bank of Maharashtra and situated in the districts of Kolhapur, Sangli, Satara, Ratnagiri and Sindhudurg in the State of Maharashtra and the State of Goa.
Assistant General Manager, Marathwada Zone, Aurangabad.	Premises belonging to or taken on lease by, or on behalf of, the Bank of Maharashtra and situated in the districts of Aurangabad, Jalna, Solapur, Osmanabad, Latur, Beed, Parbhani and Nanded in the State of Maharashtra.
Assistant General Manager, Central Maharashtra Zone, Nasik.	Premises belonging to or taken on lease by, or on behalf of, the Bank of Maharashtra and situated in the districts of Nasik, Ahmednagar, Dhule and Jalgaon in the State of Maharashtra.

नई दिल्ली, 2 मई, 1989

का.आ. 1184.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में फार्म "क" के साथ संलग्न टिप्पणी (च) के उपबन्ध निम्नलिखित बैंकों पर, जहाँ तक उनका संबंध 3 मार्च, 1989 को उनके तुलनपत्रों से है, लागू नहीं होंगे :

1. इलाहाबाद बैंक
2. बैंक ऑफ बड़ौदा
3. बैंक ऑफ इंडिया
4. देना बैंक
5. पंजाब नेशनल बैंक
6. यूको बैंक
7. युनाइटेड वेस्टर्न बैंक लि.
8. बैंक ऑफ महाराष्ट्र
9. इंडियन ओवरसीज बैंक
10. युनाइटेड बैंक ऑफ इंडिया
11. बनारस स्टेट बैंक लि.
12. लक्ष्मी विलास बैंक लि.

[सं. 15/2/89 - बी. ऑ. - III]

प्राण नाथ, अवर सचिव

New Delhi, the 2nd May, 1989

S.O. 1184.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the following banks, namely :—

1. Allahabad Bank
2. Bank of Baroda
3. Bank of India
4. Dena Bank
5. Punjab National Bank
6. UCO Bank
7. United Western Bank Limited
8. Bank of Maharashtra
9. Indian Overseas Bank
10. United Bank of India
11. Benaras State Bank Limited
12. Lakshmi Vilas Bank Limited

in respect of their balance sheet as at the 31st day of March, 1989.

[No. 13/3/88-B.O.-III]  
PRAN NATH, Under Secy.

[No. 15/2/89-B.O. III]  
PRAN NATH, Under Secy.

## वाणिज्य मंत्रालय

नई दिल्ली, 13 मई, 1989

का.आ. 1185.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मित्रा एस. के. प्राइवेट लिमिटेड, 19/158 बीच रोड, विशाखापत्तनम-530001 को यहाँ उससे उपायद्ध अनुसूची में विनिर्दिष्ट मैंगनीज तथा अयस्क (ग्रुप - I एंड II) एण्ड अल्युमिनियम ऑक्साइड (इन ऑर्गेनिक केमिकल्स) का निर्यात से पूर्व निरीक्षण करने के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन अभिकरण के रूप में मान्यता देती है अभिकरण खनिज तथा अयस्क (ग्रुप - I एण्ड - II) इन ऑर्गेनिक केमिकल्स के निर्यात (निरीक्षण) नियम, 1965 और 1966 के नियम 4 के उप नियम (4) के अंतर्गत निर्यात निरीक्षण परिषद/अभिकरण द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिए इस संबंध में विशाखापत्तनम में नामित किसी भी अधिकारी को निरीक्षण प्रमाण पत्र जारी करने के लिए पर्याप्त सुविधाएं देगा।

[फा. सं. 5 (3)/89 - ई आई ई पी]

MINISTRY OF COMMERCE

New Delhi, the 13th May, 1989

S.O. 1185.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of one year from the date of publication of this notification M/s. Mitra S. K. Private Ltd. 19/158, Beach Road, Visakhapatnam-530001 as an agency for the inspection of Minerals and Ores (Group-I and II) and Aluminium Oxide (Inorganic Chemicals) prior to their export at Visakhapatnam subject to the condition that the said agency shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by the said agency in granting the certificate of inspection under sub-rule (4) of rule 4 of the Export of Minerals and Ores (Group-I and II) (Inspection) Rules, 1965 and Aluminium Oxide (Inorganic Chemicals) (Inspection) Rules, 1966.

[F. No. 5(3)/89-EI&amp;EP]

का.आ. 1186.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (I) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स पेस्ट मोर्टम (इंडिया) प्राइवेट लिमिटेड, पारस शॉपिंग सेंटर, शोप नं. 2, पंचवटी, जामनगर 361002 को (I) तेल रहित चावल की भूसी और (ii) हड्डियों का चूरा, सींग तथा खुरों का जामनगर में निर्यात से पूर्व धुम्रीकरण के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन मान्यता देती है कि उक्त अभिकरण के तेल रहित चावल की भूसी के निर्यात (निरीक्षण) नियम, 1966 के नियम 4 के उपनियम (4) तथा हड्डियों का चूरा, सींग तथा खुरों के निर्यात (निरीक्षण) नियम, 1977 के नियम 5 के अंतर्गत

धुम्रीकरण का प्रमाण-पत्र देने के लिए उक्त अभिकरण द्वारा अपनाई गई पद्धति की जांच करने के लिए इस संबंध में निर्यात निरीक्षण परिषद द्वारा मनोनीत किसी भी अधिकारी को पर्याप्त सुविधाएं देगा।

[फा. सं. 5 (3)/86 - ई आई एंड ई पी]

ए. के. चौधरी, निदेशक

S.O. 1186.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963, the Central Government hereby recognises for a period of one year from the date of publication of this notification M/s. Pest Mortem (India) Pvt. Ltd., Paras Shopping Centre, Shop No. 2, Panchayati Jamnagar-361002 as an agency for the fumigation of (i) De-oiled Rice Bran and (ii) Crushed Bones, Horns and Hooves prior to their export at Jamnagar subject to the condition that the said agency shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by the said Agency in granting the certificate of fumigation followed by the said Agency in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.

[F. No. 5(3)/86-EI&amp;EP]

A. K. CHAUDHURI, Director

## विदेश मंत्रालय

(हज सेल)

नई दिल्ली, 9 मई, 1989

का.आ. 1187.—हज समिति अधिनियम, 1959 (1959 की संख्या 51) के खंड 6 के उप खंड (1), (4) और (5) के अनुसरण में दिनांक 22 अप्रैल, 1989 को सम्पन्न हज समिति की बैठक में श्री हुसैन दलवाई, सांसद को हज समिति, बम्बई का अध्यक्ष और श्री हफीज मोहम्मद सिद्दिक, सांसद और श्रीमती सईदा अनवर तैमूर, सांसद को हज समिति के उपाध्यक्ष के रूप में चयन को एतद्वारा अधिसूचित किया जाता है।

[सं. एम (हज) 118-1/2/89]

के.एस. जसरोटिया, संयुक्त सचिव (जी डी/हज)

MINISTRY OF EXTERNAL AFFAIRS

(Haj Cell)

New Delhi, the 9th May, 1989

S.O. 1187.—In pursuance of Sub-section (i), (4) and (5) of Section 6 of the Haj Committee Act, 1959 (No. 51 of 1959), the election of Shri Hussain Dalwai M.P. as Chairman and Shri Hafiz Mohammad Siddiq, M.P. and Smt. Syeda Anwara Taimur, M.P. as Vice-Chairpersons of the Haj Committee, Bombay at the meeting of the committee held on 22nd April, 1989 is hereby notified.

[No. M(Haj)118-1/2/89]

K. S. JASROTIA, Secy. (GD/8aj)

## सूचना और प्रसारण मंत्रालय

नई दिल्ली, 19 अप्रैल, 1989

का.आ. 1188.—केन्द्रीय सरकार, राजभाषा (सं) के शासकीय प्रयोजनों के लिए प्रयोग (नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, सूचना और प्रसारण मंत्रालय के निम्नलिखित कार्यालयों को, जिसके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधि सूचित करती है :

1. आकाशवाणी केन्द्र, धारवाड़
2. फिल्म प्रभाग, शास्त्रा कार्यालय बम्बई, केसरे हिन्द बिल्डिंग, करोमबाय रोड, बेलार्ड एस्टेट, बम्बई-400038.

[फा.सं.ई.-11011/5/88-हिन्दी]

एस.एस. शर्मा, उप सचिव

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 19th April, 1989

S.O. 1188.—In pursuance of Sub-rule (4) of rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Information and Broadcasting, the staff whereof have acquired the working knowledge of Hindi :

1. AIR Kendra, Dharwad.
2. Film Division, Branch office Bombay, Kesere Hind Building, Kareembai Road, Bellard Estate, Bombay-400 038.

[F. No. E-11011/5/88-Hindi]

S. S. SHARMA, Dy. Secy.

## मानव संसाधन विकास मंत्रालय

(संस्कृति विभाग)

नई दिल्ली, 5 मई, 1989

का.आ. 1189.—चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 9 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय पुरातत्व सर्वेक्षण, बंगलौर के अधीक्षण पुरातत्वविद श्री के.पी. पूनाचा को 10 मई, से 2 जून, 1989 तक केन्द्रीय फिल्म प्रमाणन बोर्ड, बंगलौर में क्षेत्रीय अधिकारी के पद पर भी कार्य करने के लिए नियुक्त करती है।

[सं. 801/50/87-एफ.सी.]

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi, the 5th May, 1989

S.O. 1189.—In exercise of the powers conferred by sub-section (ii) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with Rule 9 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri K. P. Poonacha, Superintending Archaeologist, Archaeological Survey of India, Bangalore, to also function as Regional Officer, Central Board of Film Certification, Bangalore, with effect from May 10 to June 2, 1989.

[No. 801/50/87-FC]

का.आ. 1190.—चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 9 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार केन्द्रीय फिल्म प्रमाणन बोर्ड, हैदराबाद की अपर क्षेत्रीय अधिकारी, श्रीमती के. रत्नप्रभा के 8 मई, 1989 से 17 मई, 1989 तक छुट्टी पर रहने के कारण उनकी अनुपस्थिति में अपर क्षेत्रीय अधिकारी, केन्द्रीय फिल्म प्रमाणन बोर्ड, हैदराबाद के पद का कार्य-भार भारतीय पुरातत्व सर्वेक्षण, हैदराबाद के अधीक्षण पुरातत्वविद, श्री ए. पी. सागर को सहर्ष सौंपती है।

[सं. 801/44/87-एफ.सी.]

अंशु वैश्य, उप सचिव

S.O. 1190.—In exercise of the powers conferred by by Sub-section (ii) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with Rule 9 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to assign the work of Additional Regional Officer, Central Board of Film Certification at Hyderabad to Shri A. P. Sagar, Superintending Archaeologist, Archaeological Survey of India, Hyderabad, during the absence on leave of Smt. K. Ratnaprabha, Additional Regional Officer, from 8th May to 17th May, 1989.

[No. 801/44/87-FC]

ANSHU VAISH, Dy. Secy.

## बल-भूतल परिरक्षक मंत्रालय

(जीवहृत महानिदेशालय)

आदेश

बम्बई, 25 अप्रैल, 1989

(वाणिज्य पोत परिरक्षक)

का.आ. 1191.—दिनांक 20 जनवरी, 1989 का आदेश जो कानूनी आदेश संख्या 344 के अर्धेन वाणिज्य पोत परिरक्षक अधिनियम, 1958 (1958 का 44) की धारा 115 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए जारी किया

या जिसके अनुसार भारतीय जहाजों के अलावा अन्य किसी जहाज के मालिक, मास्टर या एजेंट को भारत में किसी इंजीनियर अधिकारी, नौचालन अधिकारी और रेडियो अधिकारी की नौवहन महानिदेशक की पूर्व अनुमति के बिना किसी ऐसे जहाज पर नाविक के रूप में नियुक्त करने से रोक था, को नौवहन महानिदेशक द्वारा आगामी आदेशों तक आस्थगित रखा जाता है।

यह आदेश 27 मार्च, 1989 से लागू है।

[सं. 28-टीआर (4)/88-पार्ट  
प्रवीण सिंह, नौवहन महानिदेशक]

## MINISTRY OF SURFACE TRANSPORT

(Directorate General of Shipping)

### ORDER

Bombay, the 25th April, 1989

(Merchant Shipping)

S.O. 1191.—The Order dated 20th January, 1989 issued under S.O. No. 344—in exercise of the powers conferred by section 115 of the Merchant Shipping Act, 1958 (44 of 1958), prohibiting the owner, master or agent of any ship other than an Indian Ship from engaging in India any Engineer Officer, Navigating Officer and Radio Officer to serve as a seaman on such ship except with the prior permission of the Director General of Shipping, has been kept in abeyance by the Director General of Shipping until further orders.

This order takes effect from 27th March, 1989.

[No. 28-TR(4)/88-Pt.]

PRAVEEN SINGH, Director General of Shipping

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 2 मई, 1989

का०आ० 1192 राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उपनियम (2) और (4) के अन्तर्गत में रेल मंत्रालय, रेलवे बोर्ड, उत्तर, दक्षिण-पूर्व और पश्चिम रेलवे के निम्नलिखित कार्यालयों/स्टेशनों को, जहाँ के कर्मचारियों ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है—

उत्तर रेलवे

दिल्ली मंडल

1. भोडवाल माजरी
2. खेड़ा कलां
3. दिल्ली आजादपुर
4. नया आजादपुर

5. नरेला
6. पेहवा रोड
7. तिलक ब्रिज
8. मैनी खुर्द
9. टिक
10. थाना भवन
11. ननीता
12. दिल्ली शाहपुरा
13. सज्जीमंडी
14. मानता
15. शिवाजी ब्रिज
16. सदर बाजार
17. बुडलाडा
18. दातेबास
19. जाखल
20. काहनगढ़
21. नरेन्द्र पुरा
22. घरोबी
23. मनानी

दक्षिण-पूर्व रेलवे

नागपुर मंडल

24. मंडल रेल प्रबंधक का कार्यालय, नागपुर
25. कनिष्ठ अनुरक्षण निरीक्षक का कार्यालय/नागभीड़
26. रेल पथ निरीक्षक का कार्यालय/नागभीड़
27. मुख्य कार्य निरीक्षक (बेलीशाप) का कार्यालय/नागपुर
28. कैरिज फोरमन का कार्यालय/नैनपुर
29. कार्य निरीक्षक का कार्यालय/डोंगरगढ़
30. रेल पथ निरीक्षक का कार्यालय/डोंगरगढ़
31. कार्य निरीक्षक का कार्यालय/छिंदवाड़ा
32. कार्य निरीक्षक का कार्यालय/नागभीड़
33. सहायक इंजीनियर का कार्यालय/तुममर रोड
34. सहायक इंजीनियर का कार्यालय/गोंदिया
35. मुख्य कार्य निरीक्षक का कार्यालय/मोतीबाग
36. मुख्य गाड़ी परीक्षक (बड़ी लाइन) का कार्यालय/मोतीबाग

पश्चिम रेलवे

राजकोट मंडल

37. स्टेशन अधीक्षक, ओखा
38. स्टेशन अधीक्षक, द्वारका

[सं० हिन्दी—89/रा.भा. 1/12/2]

## MINISTRY OF RAILWAY

(Railway Board)

New Delhi, the 2nd May, 1989

S.O. 1192.—In pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Languages (Use for the Official purposes of the Union) Rules, 1976, the Ministry of Railways (Railway Board) hereby notify the following offices/stations of Northern, South Eastern and Western Railways, where the staff have acquired the working knowledge of Hindi.

## Northern Railway

## Delhi Division

1. Bhodwal Majri
2. Khera Kalan
3. Delhi Azadpur
4. Naya Azadpur
5. Narela
6. Pehwa Road
7. Tilak Bridge
8. Maini Khurd
9. Tink
10. Thana Bhavan
11. Nanauta
12. Delhi Shahdara
13. Sabzi Mandi
14. Manta
15. Shivaji Bridge
16. Sadar Bazar
17. Budlada
18. Datewas
19. Jakhal
20. Kahangarh
21. Narendra Pura
22. Ghrondi
23. Manani.

## South-Eastern Railway

## Nagpur Division

24. Divisional Rail Manager's office, Nagpur.
25. Office of Jr. Maintenance Inspector, Nagabhir.
26. Office of Track Inspector, Nagabhir.
27. Office of Chief Works Inspector (Belishop), Nagpur.
28. Office of Carriage Foreman, Nainpur.
29. Office of Inspector of Works, Dongergarh.
30. Office of Track Inspector, Dongergarh.

31. Office of Works Inspector, Chindwada.
32. Office of Works Inspector, Nagebhir.
33. Office of Asstt. Engineer, Tumsar Road.
34. Office of Asstt. Engineer, Condia.
35. Office of Chief work Inspector, Motibagh.
36. Office of Chief Train Examiner (BG), Motibagh.

## Western Railway

## Rajkot Division

37. Station Superintendent, Okha.
38. Station Superintendent, Dwarka.

[No. Hindi-89/OL-I/12/2]

नई दिल्ली, 4 मई, 1989

का०आ० 1193—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम IX के खंड 82 बी द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्र सरकार एतद्वारा श्री के० एस० श्रीवास्तव, जिला एवं सेशन जज सिसोनी, को दक्षिण पूर्व रेलवे के नागपुर मंडल में शिकारा और सुकरी मंगेला स्टेशनों के बीच 3 एन एच जे नागपुर-नैनपुर-हाडवाग जबलपुर पैसेंजर गाड़ी की दुर्घटना से उत्पन्न दावों को निपटाने के लिए तदर्थ दावा प्रायुक्त के रूप में नियुक्त करती है।

[सं. 89/ई(ओ) 11/1/1]

एस.एम. वैश, सचिव, (रेलवे बोर्ड)  
एच पवेन अपर सचिव

New Delhi, the 4th May, 1989

S.O. 1193.—In exercise of the powers conferred by section 82B of the Indian Railways Act, 1890 (Act IX of 1890) the Central Government hereby appoints Shri K. S. Shrivastava, District & Sessions Judge, Seoni as Ad-hoc Claims Commissioner to deal with all the claims arising out of accident to 3 NHJ Nagpur Nainpur-Howbagh Jabalpur Passenger train between Shikara and Sukri Mangela, Stations in Nagpur Division of South Eastern Railway on 26-2-1989.

[No. 89/E(O)II/1/1]

S. M. VAISH, Secy. (Railway Board) and  
ex-officio Addl. Secy.

## साथ एवं मागैरक पीठ मंत्रालय

(तामरिक प्रति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 27 मई, 1989

## अधिसूचना

का. मा. 1194 भारतीय मानक ब्यूरो विनियम, 1988 की धारा 6 के अनुसरण में भारतीय मानक ब्यूरो द्वारा यह अधिसूचित किया जाता है कि लाइसेंस संख्या - 1409847 जिसका विवरण नीचे दिया गया है दिनांक 22 सितम्बर, 1987 से रद्द कर दिया गया है।



## अनुसूची

क्र. सं.	लाइसेंस संख्या तथा दिनांक	लाइसेंसधारी का नाम व पता	इस लाइसेंस के अंतर्गत वस्तु/प्रक्रम	सम्बद्ध भारतीय मानक
1	2	3	4	5
1.	सी.एम./एल-1409847 1985-04-16	मै. एमोघम (प्रा.) लिमिटेड, 56/1, नचनहेली पलाया, मानम्बावाडी रोड, मैसूर-570008	पशुओं के लिए मिश्रित आहार टाइप 2	IS : 2052-1979 पशुओं के लिए मिश्रित आहार

[सी.एम.डी/55:1409847]

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 27th April, 1989

S.O. 1194 :—In pursuance of Clause 6 of Bureau of Indian Standards Regulations 1988, the Bureau of Indian Standards hereby notifies that licence No. 1409847 particulars of which are given below has been cancelled with effect from 22 September 1987.

## SCHEDULE

Sl. No.	Licence No. & Date	Name and Address of the Licencees	Article/Process Covered by the licence cancelled	Relevant Indian Standards
1.	CM/L-1409847 1985-04-16	M/s Agrotherm (P) Ltd., 56/1, Machanchalli, Palaya, Mananthavady Road, Mysore-570008.	Compounded Feeds for Cattle-Type 2	IS : 2052-1979 Compounded Feeds for Cattle.

[CMD/55 : 1409847]

क्र. प्र. 1195 :—भारतीय मानक ब्यूरो विनियम 1988 की धारा 6 के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि लाइसेंस सं. 1068746, जिसका विवरण नीचे दिया गया है, 15 अगस्त, 1987 से रद्द कर दिया गया है।

## अनुसूची

क्र. सं.	लाइसेंस संख्या तथा दिनांक	लाइसेंसधारी का नाम व पता	इस लाइसेंस के अंतर्गत वस्तु/प्रक्रम	सम्बद्ध भारतीय मानक
1	2	3	4	5
1.	सी.एम./एल-1068746 1982-04-16	मै. जय किसान जरेटी मशीनरी वर्क्स, जी. टी. रोड, मोगा (पंजाब)	पावर थ्रेशरों के लिए सुरक्षा अपेक्षाएं	IS : 9020-1979 पावर थ्रेशरों के लिए सुरक्षा अपेक्षाएं

[सीएम डी/55: 1068746]

क्र. रा. परमेश्वर, महानिदेशक

S.O. 1195 :—In pursuance of Clause 6 of Bureau of Indian Standards Regulations, 1988, the Bureau of Indian Standards hereby notifies that licence No. 1068746, particulars of which are given below has been cancelled with effect from 15 August, 1987.

## SCHEDULE

S. No.	Licence No. & Date	Name and Address of the licensee	Article/Process Covered by the licence cancelled	Relevant Indian Standards
1.	CM/L-1068746 1982-04-16	M/s. Jai Kisan Jaraity Machinery Works, G.T. Road, Moga (Punjab)	Safety Requirements for Power Threshers	IS : 9020-1979 Safety Requirements for Power Threshers

[CMD/55 : 1068746]

K.R. PARAMESVAR, Director General

## ऊर्जा मंत्रालय

(कोयला विभाग)

## शुद्धि-पत्र

नई दिल्ली, 2 मई, 1989

का.आ. 1196—भारत सरकार के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 9 जुलाई, 1988 के पृष्ठ क्रमांक 2652 से 2656 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय, कोयला विभाग की अधिसूचना का.आ.सं. 2089 तारीख 14 जनवरी, 1988 में :—

पृष्ठ क्र. 2652 पर अधिसूचना में

पंक्ति 17 में—“एसी” के स्थान पर “ऐसी” पढ़ें।

पंक्ति 20 में—“अभिप्राय” के स्थान पर “अभिप्राय” पढ़ें।

पृष्ठ 2653 पर—स्पष्टीकरण में :—

पंक्ति 3 में —“स्वयं सक्रियाएँ” के स्थान पर “स्वयं खनन संक्रियाएँ” पढ़ें।

परिच्छेद 2 में, पंक्ति 12 में “रिपोर्ट” के स्थान पर “रिपोर्ट” पढ़ें।

अनुसूची में —तालिका में, संख्या ग्राम का नाम के नीचे क्र.सं. 5—“जिलिम्दा” के स्थान पर “जिलिम्दा” पढ़ें।

क्र.सं. 9—“नकुलबासपुर” के स्थान पर “नकुलबासपुर” पढ़ें।

ग्राम नालुंगा खामुर के स्थान पर बालुंगा खामुर (भाग) में अर्जित किए जाने वाले प्लॉट पढ़ें।

पृष्ठ क्र. 2654 पर ग्राम बालुंगा खामुर (भाग) में अर्जित किए जाने वाले प्लॉट में —

पंक्ति 4 में—“65/11” के स्थान पर “65/511” पढ़ें।

पंक्ति 5 में—“56/542” के स्थान पर “56/548” पढ़ें।

ग्राम मदन मोहनपुर (भाग) में अर्जित किए जाने वाले प्लॉट में—

पंक्ति 7 में—“183/598” के स्थान पर “533/598” पढ़ें।

ग्राम अनदीपुर (भाग) में अर्जित किए जाने वाले प्लॉट में—

पंक्ति 6 में—“19/188” के स्थान पर “19/183” पढ़ें।

पंक्ति 13 में—“89/220” के स्थान पर “89/218” पढ़ें।

ग्राम नरहरिपुर (भाग) में अर्जित किए जाने वाले प्लॉट में—

पंक्ति 13-14 में—“1113/1308, 823/1309, 1113/1308, 823/1309” के स्थान पर “1113/1308, 823/1309” पढ़ें।

पंक्ति 34 में—“1138/1394” के स्थान पर “1138/1393” पढ़ें।

पंक्ति 36 में—“716/1402” के स्थान पर “376/1402” पढ़ें।

पंक्ति 37 में—“464/1405” के स्थान पर “64/1405” पढ़ें।

ग्रामजिलिम्दा (भाग) में अर्जित किए जाने वाले प्लॉट में—

पंक्ति 4 में—“1142/3324” के स्थान पर “1142/3325” पढ़ें।

पंक्ति 9 में—“1115/3553, 1303/3353” के स्थान पर “1303/3353” पढ़ें।

पृष्ठ क्र. 2655 पर :

पंक्ति 8 में—“3229/3474, 3117/3478” के स्थान पर “3229/3474, 3117/3477, 3230/3478” पढ़ें।

पंक्ति 15 में—“134/3523” के स्थान पर “1342/3523” पढ़ें।

पंक्ति 26 में—“400/3582, 1115/3584” के स्थान पर “400/3582 1115 3583/3584 1115” पढ़ें।

पंक्ति 28 में—“2206/3589, 1333/3591” के स्थान पर “2206/3589, 2258/3590, 1333/3591” पढ़ें।

ग्राम हंसमूल (भाग) में अर्जित किए जाने वाले प्लॉट में—

पंक्ति 2 में—“1136 से 1230, 1136 से 1235” के स्थान पर “1136 से 1235” पढ़ें।

पंक्ति 7 में—“5500 (भाग), 699/5902” के स्थान पर “5500 (भाग), 5501 (भाग), 699/5902” पढ़ें।

पंक्ति 16 में—“730/6045, 730/6047” के स्थान पर “730/6045, 730/6046, 730/6047” पढ़ें।

पंक्ति 23 में—“846/6090, 175/6092” के स्थान पर “846/6090” पढ़ें।

ग्राम अंवामुंडा (भाग) में अर्जित किए गए प्लॉट सं. में—

पंक्ति 4 में—“50/365” के स्थान पर “60/365” पढ़ें।

पंक्ति 5 में—“17/375, 53/386” के स्थान पर “17/375, 74/382, 53/386” पढ़ें।

सीमा वर्णन में —

“रेखा ग-गा-घ” के स्थान पर रेखा ग-ग 1-घ” पढ़ें।

पृष्ठ 2656 पर :

“रेखा ह-घा-ड” के स्थान पर “रेखा घ-घ 1-ड” पढ़ें।

इसकी पंक्ति 6 में —“ग्राम अंवामुंडा ग्राम” के स्थान पर “ग्राम अंवामुंडा” पढ़ें।

“रेखा ड-च-ज-छ” के स्थान पर “रेखा ड-च-वा-छ” पढ़ें।

इसी की पंक्ति 2 में—“17, 175, 176” के स्थान पर “17, 176” पढ़ें।

पंक्ति 3 में—"6" के स्थान पर "60" पढ़ें।

"रेखा छ-ज-झ-ड-ज" के स्थान पर

"छ-ज-झ-झ-ज" पढ़ें।

इसकी पंक्ति 1 में—"आभ" के स्थान पर "और" पढ़ें।

पंक्ति 4 में—"452" के स्थान पर "542" पढ़ें।

रेखा ज-ट-ठ 1 में—

पंक्ति 7 में—" (339, 240, 240" के स्थान पर "339, 340" पढ़ें।

पंक्ति 16 में—"ठ" के स्थान पर "ठ1" पढ़ें।

"रेखा ठ-ड-ड" के स्थान पर "रेखा ठ-ड-ड" पढ़ें।

इसी की पंक्ति 5 में—"396" के स्थान पर "296" पढ़ें।

[सं. 43019/15/84-सी.ए./एल.एस.डब्ल्यू.]

# MINISTRY OF ENERGY

(Department of Coal)

## CORRIGENDUM

New Delhi, the 2nd May, 1989

S.O. 1196.—In the notification the Government of India in the Ministry of Energy (Department of Coal) S.O. No. 2089 dated the 14th January, 1988 published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated 9th July, 1988 at pages 2656 to 2660.

at page 2657 under the heading "Explanation", for "Note-1" read "Note-3";

at page 2658,

in plots to be acquired in village Anadipur. (Part),  
1st line—for "2 to 1551" read "2 to 155";  
2nd line—for "116/1168" read "116/168";  
6th line—for "89/220", 89/219, 90/220 and 90/220" read "89/218, 89/219, 90/220 and 90/221".

in plots to be acquired in village Narharipur (Part),  
5th line—for "382/1306" read "823/1306";  
5th line—for "823/13091" read "823/1309";  
10th line—for "270/364" read "270/1364";

in plots to be acquired in village Jillinda (Part),  
5th line—for "3319/3384" read "3119/3384";  
7th line—for "3277/3426, 4274/3427" read "3274/3426, 3274/3427";  
20th line—for "1885/3614" read "2885/3614";

in plots to be acquired in village Hensamul (Part),  
6th line—for "92/6008" read "921/6008";

at page 2659,

1st line—for "140/6063" read "1140/6063";  
1st and 2nd line—for "1235/1236/6065" read "1235/6065";

in plots to be acquired in village Ambamunda (Part),  
1st line—for "11 to 153" read "1 to 153";  
3rd line—for "179/189" read "179/389";

in plots to be acquired in village Langijida (Part),  
1st line—for "village Lagijods" read "Village Langijoda";  
1st line—for "14/1809" read "44/1809";

in Boundary Description

Line C-C1-B, 1st line, for "248" read "243";  
Line D-D1-B, 3rd line, for "villages" read "villages";  
Line G-H-I-I-J, 2nd line, for "Debalavyapur" read "Debalayapur";

3rd line, for "598" read "498";

L1-L-M, 5th line, for "noithern" read "northern".

[No. 43019/15/84-CA/LSW]

शुद्धि-पत्र

का.आ. 1197—भारत के राजपत्र तारीख 8 अगस्त, 1987 के भाग II, खंड 3, उपखंड (ii) में पृष्ठ 2586 और 2587 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का. आ. सं. 2002 तारीख 24 जुलाई, 1987 में:—

पृष्ठ 2586 पर—अधिसूचना में—

दूसरी पंक्ति—"भूमि" के स्थान पर "भूमि" पढ़ें।

तालिका में, ग्राम स्तंभ के लिए:—

क्र.सं. 4—"तुमुलिया" के स्थान पर "तुमुलिया" पढ़ें।

क्र.सं. 5—"करलोकछर" के स्थान पर "करलोकछार" पढ़ें।

पृष्ठ क्रमांक 2587 पर—

क्र.सं. 6—"कुलकडा" के स्थान पर "कुलडा" पढ़ें।

[सं. 43015/10/87-सी.ए./एल.एस.डब्ल्यू.]

शुद्धि-पत्र

का. आ. 1198:—भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 12 नवम्बर, 1988 के पृष्ठ 4179 से 4181 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 3393 तारीख 19 अक्टूबर 1988 में—

पृष्ठ 4180 पर—अनुसूची "क" के नीचे कुगाद ग्राम में अजित किए जाने वाले प्लाट संख्यांक में "363 सड़क मार्ग" के स्थान पर "263 भड़क मार्ग" पढ़ें।

[सं. 43015/9/82 सी.ए./एल.एस.डब्ल्यू.]

नई दिल्ली, 10 मई, 1989

का.आ. 1199:—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन, भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उपखंड (2), तारीख

20 नवम्बर, 1987 में प्रकाशित, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. आ.आ. 1010 (अ) तारीख 20 नवम्बर, 1987 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में भूमि और अधिकारों को अर्जित करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और उड़ीसा सरकार से परामर्श करने के पश्चात्, यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 755.92 हेक्टर (लगभग) या 1867.87 एकड़ (लगभग) माप वाली भूमि अर्जित की जानी चाहिए।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची में वर्णित 755.92 हेक्टर (लगभग) या 1867.87 एकड़ (लगभग) माप वाली भूमि अर्जित की जाती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के सं. एस ई सी एल: बी एस पी: जी एम (परियोजना): 0, तारीख 8 जनवरी, 1988 वाले रेखांक का निरोधन कलक्टर, पेनकनाल (उड़ीसा) के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में, साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495001 (मध्यप्रदेश) के कार्यालय में किया जा सकता है।

### अनुसूची

गोपाल प्रसाद ब्लॉक (कलिंगा ओ/सी)

तेलचर कोयलाक्षेत्र

जिला-धनकनाल (उड़ीसा)

सभी अधिकार

क्रम सं.	ग्राम	ग्राम सं.	तहसील	जिला	क्षेत्र एकड़ में	टिप्पणियां
1.	कलमाचूर्धन	6	तेलचर	धनकनाल	468.92	भाग
2.	सोलडा	63	तेलचर	धनकनाल	190.46	भाग
3.	बीरबरपुर	48	तेलचर	धनकनाल	4.60	भाग
4.	मझिका	53	तेलचर	धनकनाल	159.58	संपूर्ण
5.	नाथागान	34	तेलचर	धनकनाल	80.73	संपूर्ण
6.	ब्राह्मणबहाल	47	तेलचर	धनकनाल	393.76	संपूर्ण
7.	बेथियानाली	4	अंगुल	धनकनाल	5.00	भाग
8.	नतादा	3	अंगुल	धनकनाल	164.21	भाग
9.	बामोल	25	तेलचर	धनकनाल	91.14	संपूर्ण
10.	नकेपासी	32	तेलचर	धनकनाल	3.26	भाग
11.	प्रासन्न नगर	39	तेलचर	धनकनाल	306.21	भाग
कुल क्षेत्र					1867.87	एकड़ (लगभग)
					या	
					755.92 हेक्टर	(लगभग)

ग्राम कलमाचूर्धन भाग में अर्जित प्लॉट संख्यांक :

2666 से 2971, 2972 (भाग), 2973 से 2974, 3011 से 3071, 3079 से 3082, 3089, 3090, 4478, 4479, 4481 से 5146, 5148 से 5248, 5260 से 5278, 5296 से 5300, 7087 से 7089, 7091, 7112, 7157, 3158, 7161, 7162, 7165 से 7412, 7215 से 7834, 2693/7837, 4790/7854, 2949/7857, 4771/7858, 7421/7859, 2796/7865, 4697/7871, 4696/7872, 7785/7873, 7819/7880, 7455/7882, 7412/7883, 4699/7899, 2737/7904, 7420/7911, 7199/7916, 4548/7920, 5270/7924, 7681/7928, 7677/7933, 7677/7934, 7674/7935, 5067/7936, 7676/7939, 7639/7940, 4731/7941, 2690/7949, 7386/7950, 7738/7953, 7677/7955, 4895/7958, 7455/7960, 2718/7997, 2718/7998, 2718/7999, 2718/8000, 2718/

8001, 7462/8006, 7462/8007, 7317/8009, 7687/8010, 7655/8011, 4577/8012, 7572/8024, 7572/8035, 7809/8036, 7808/8037, 7753/8040, 4727/8049, 4726/8050, 4686/8051, 7513/8056, 7823/8057, 7491/8058, 7515/8063, 4684/8073, 7296/8076, 4604/8077, 4815/8078, 7628/8080, 4731/8083, 4824/8084, 4845/8085, 7693/8086, 4364/8077 2809/8083, 2941/8090, 4824/8091, 5016/8095, 2803/8097, 2802/8098, 7255/8099, 4893/8100, 7627/8101, 7433/8103, 7353/8104, 7653/8105, 4680/8107, 7483/8109, 7483/8110, 7483/8111, 7296/8119, 5218/8121, 4905/8124, 4898/8123, 4902/8138, 7729/8130, 7768/8138, 7760/8147, 7648/8150, 7651/8151, 4626/8154, 2947/8156, 2947/8157, 7779/8159, 5075/8166, 2965/8168, 7455/8173, 7456/8174, 7455/8175, 7456/8176, 7455/8177, 4797/8178, 4799/8179, 4787/8180, 4783/8181, 7743/8183, 2991/8184, 7641/8199, 7642/8200, 7540/8202, 5186/8203 4996/8204, 4670/8205, 4808/8208, 4790/8209 4790/8210 7523/8212, 7644/8213, 7644/8214, 7640/8215, 7640/8216, 7638/8217, 7623/8218, 2327/8220, 7799/8223, 2964/8226, 2761/8230, 2760/8231, 2941/8232, 5114/8239, 7823/8243, 5211/8244, 5212/8245, 7362/8248, 2755/8250, 5239/8253, 7598/8257, 7605/8258, 2688/8259, 2687/8260, 8817/8261, 7720/8262, 7212/8263, 2701/8264, 2687/8288, 2674/8289, 2674/8290, 2674/8291, 2678/8292, 2678/8293, 2677/8294, 2677/8295, 4695/8296, 4695/8297, 4695/8298, 4695/8299, 4695/8300, 4694/8301, 4694/8302, 4694/8303, 4694/8304, 4694/8305, 4694/8306, 4694/8407, 4694/8308, 4875/8309, 4875/8310, 4875/8311, 4875/8312, 4875/8312, 4875/8313, 4875/8314, 4915/3325, 7090/3390, 4672/8331 4673/8332 4681/8333, 2941/8346 2941/8347, 2941/8348, 2941/8349, 2941/8350, 2941/8351 2935/8352 2783/8353 5112/8354, 5114/8355, 5165/8356, 5164/8357, 7789/8360, 7780/8361, 7789/3362, 7826/8363, 7826/8364, 7818/8357, 4672/8277, 3116/8380, 7676/8383, 7677/8384, 5010/8401, 5010/8402, 5010/8403, 5010/8404, 5010/8405, 5010/8406, 5010/8407, 5010/8408, 5010/8409, 5010/8410, 5010/8411, 7309/8412, 7309/8413, 7309/8414, 7473/8446, 4479/7847 7479/8448 7474/8449 7414/8452 8414/8453 7414/8454 2760/8475, 5146/8477, 9146/8478 5146/8483 9146/8484 7440/8485 7440/8486 7440/8487 7440/8488, 7440/8489, 7440/8490 7440/8491 7440/7492 7440/8493 7440/8493 7440/8495 4848/8500, 4840/8501, 5177/8508 4482/8510 7172/8512 5130/8513 2803/8514 2803/8515 2805/8516 2805/8517, 2805/8518 4764/8519 4865/8520, 4864/8521, 4769/8522, 2783/8540 7682/8562 और 7676/8563.

ग्राम सोलडा (भाग) में अर्जित प्लॉट संख्यांक :

4882 (भाग) 4883 से 4887 4895 से 2912 4920 से 4940, 4943, 4975 से 4977, 4979 से 4986, 4987 (भाग), 4989 (भाग), 5092, 5101 से 5307, 5108 (भाग), 5116 (भाग), 5117, से 5130, 5131 (भाग), 5132 (भाग), 5133, (भाग), 5134 से 5180, 5182, (भाग), 5185 (भाग), 5187 से 5195, 5198 (भाग), 5200 (भाग), 5201, से 5255, 5256, 5257, से 5417, 5418, (भाग), 5419 से 4527, 5429, से 5434, 5456 से 5461 5947 से 5978, 5980 से 5983, 6000, 6029 से 6079, 5117/6081 (भाग), 4983/6104, 4981/6105, 4976/6106, 4979/6107, 5966/6120, 4936/6121, 5966/6147, 5966/6139, 5966/6144, 5966/6149, 5966/6159, 5966/6167, 5966/6167, 5966/6169, 5966/6170, 5966/6174, 5966/6250, 5966/6265, 5966/6266, 5966/6267, 5966/6268, 5966/6284, 5966/6289, 4884/6290, 5966/6310, 5966/6311, 5966/6327, 5966/6328, 5966/6329, 5966/6331, 5966/6332, 5966/6333, 5090/6361, 5284/6452, 5212/6453, 5294/6454, 9199/6455, 5139/6456, 5149/6457, 5139/6459, 5149/6459, 4985/6262, 4950/6463, 4885/6458, 5130/6474, 4911/6591, 5239/6601, 5239/6602, 5239/6603, 5215/6604, 5239/6605, 5179/6607, 5264/6912, 5201/6720, 5251/6742, 5104/6748, 5190/6781, 5328/6782. 5254/6783, और 6050/7040.

ग्राम बीरवरपुर (भाग) में अर्जित प्लॉट संख्यांक :

प्लॉट संख्यांक 111,

ग्राम मझीका (संपूर्ण) में अर्जित प्लॉट संख्यांक :

1 से 336, 194/337, 183/338, 128/339, 128/340, 128/341, 226/342, 226/343, 239/344, 239/345, 240/346, 241/347, 241/341, 241/349, 243/350, 34/35, 35/1, 183/352, 9/353, 183/354, 152/353,

152/356, 8/357, 16/358, 24/359, 128/360, 128/361, 128/362, 37/363, 38/364, 36/365, 138/366, 13/367, 128/368, 203/369, 204/370, 101/371, 128/372, 109/373, 108/374, 108/377, 145/376, 115/377, 145/378, 149/367, 3/380, 126/381, 126/382, 126/483, 126/384, 126/385, 126/386, 126/387, 119/388, 316/389, 316/390, 316/391, 195/392, 40/393, 39/394, 333/395, 334/396, 125/397, 14/398, 282/399, 293/400, 256/501, 257/403, 107/403, 313/44, 44/405, 41/406, 261/460, 167/408, 227/409, 227/410, 131/411, 131/412, 158/413, 158/414, 171/415, 171/416, 1/418, 128/418, 128/419, 205/430, 281/421, 124/432, 140/423, 268/424, 261/425, 120/426, 209/427, 19/428, 19/429, 19/430, 19/431, 79/432, 78/433, 209/434, 7/435, 50/437, 49/437, 47/438, 1/439, 100/440, 82/441, 83/442, 88/443, 96/444, 1/445, 84/446, 59/447, 64/448, 58/449, 59/45, 58/451, 69/452, 68/453, 99/454, 6/455, 283/456, 21/458, 28/458, 237/459, 281/450, 1/461, 1/462, 128/463, 128/464, 128/464, 128/465, 334/466, 334/367, 322/468, 167/469, 103/470, 216/471, 31/472, 128/473, 19/474, 227/475, 128/476, 128/477, 128/478, 127/479, 227/480, 1/481, 128/482, 128/483, 128/484, 128/485, 128/486, 128/487, 129/488, 128/489, 128/490, 128/491, 128/492, 128/493, 128/494, 128/495, 128/496, 128/497, 128/498, 128/499, 128/500, 128/501, 128/502, 128/503, 128/503, 128/506, 128/506, 128/507, 128/508, 128/509, 128/510, 128/511, 128/512, 128/513, 128/514, 128/515, 128/518, 128/517, 128/518, 128/519, 128/520, 128/521, 128/522, 128/523, 128/524, 128/525, 128/526, 128/528, 128/528, 128/529, 128/530, 128/531, 128/532, 128/533, 128/534, 128/535, 128/536, 128/537, 128/538, 138/538, 128/539, 128/540, 128/541, 128/542, 128/543, 128/544, 128/545, 128/546, 128/547, 128/548, 128/549, 1/550, 1/551, 1/552, 1/553, 1/554, 142/555, 215/556, 128/557, 128/558, 53/589, 57/560, 111/561, 128/562, 128/563, 128/564, 128/585, 128/566, 128/567, 128/568 और 128/569,

ग्राम नाथगान (संपूर्ण) में अर्जित प्लॉट संख्यांक :

1 से 250, 180/251, 180/252, 21/253, 16/254, 16/255, 60/256, 161/257, 248/258, 126/259, 210/260, 224/261, 37/262, 195/263, 91/264, 120/265, 27/266, 32/267, 6/268, 2/269, 128/270, 172/271, 240/272, 240/272, 74/274, 74/275, 89/276, 176/277, 241/218, 89/279, 128/280, 152/281, 170/282, 250/285, 10/284, 142/285, 19/286, 2/287, 2/288, 105/289, 135/290, 203/291, 113/292, 2/293, 19/294, 17/295, 40/296, 40/297, 40/398, 40/299, 40/300, 40/301, 40/302, 40/303, 40/404, 14/305, 14/306, 5/307 और 40/308.

ग्राम ब्राह्मणबहाल (संपूर्ण) में अर्जित प्लॉट संख्यांक :

1 से 1317, 310/1318, 636/1319, 517/1320, 639/1321, 7/1322, 7/1323, 898/1324, 812/1325, 898/1326, 812/1327, 497/1328, 3/1329, 3/1330, 83/1331, 16/1332, 898/1383, 898/1334, 823/1335, 823/1336, 1101/1337, 341/1338, 157/1338, 106/1340, 90/1341, 145/1342, 138/1343, 234/1341, 279/1345, 812/1346, 819/1347, 819/1348, 818/1349, 770/1350, 1060/1350, 1177/1352, 62/1353, 358/1354, 381/1355, 1217/1356, 1216/1357, 327/1358, 332/1359, 342/1360, 7/1361, 3/1967, 6/1363, 234/1364, 6/1365, 6/1366, 6/1367, 6/1668, 628/1369, 25/1317, 1148/1376, 28/1372, 239/1373, 234/1374, 117/1375, 156/1376, 545/1377, 545/1379, 3271/1379, 804/1380,

696/1381, 1271/1382, 929/1383, 657/1384, 747/1385, 1101/1386, 1216/1387, 1263/1388, 238/1389, 239/1390, 243/1391, 993/1352, 997/1393, 1000/1394, 107/1395, 513/1396, 234/1397, 234/1398, 993/1399, 195/1400, 1224/1402, 1276/1403, 70/1403, 898/1404, 898/1405, 892/1506, 895/1407, 894/1408, 1122/1409, 137/1410, 276/1411, 935/1412, 488/1413, 132/1414, 807/1415, 1104/1416, 310/1417, 1218/1418, 1032/1419, 1031/1420, 1282/1421, 645/1422, 1277/1423, 637/1424, 636/1425, 636/1426, 639/1427, 597/1428, 13/1429, 319/1430, 316/1431, 1144/1432, 1056/1433, 1049/1434, 1048/1435, 898/1436, 234/1437, 555/1438, 554/1439, 552/1440, 551/1441, 471/1442, 451/1443, 965/1444, 1178/1445, 1013/1446, 618/1447, 840/1448, 1268/1449, 844/1450, 1269/1451, 1263/1452, 583/1453, 334/1454, 234/1455, 898/1456, 203/1457, 200/1458, 1013/1459, 1016/1460, 1069/1461, 757/1462, 755/1463, 1257/1464, 1012/1465, 434/1466, 234/1467, 234/1468, 234/1469, 495/

1470, 2/1471, 4/1472, 921/1473, 978/1474, 982/1475, 980/1476, 1012/1477, 691/1478, 690/1479, 686/1480, 641/1481, 641/1482, 4/1483, 1008/1484, 1009/1485, 1206/1486, 1207/1487, 643/1488, 526/1489, 122/1490, 835/1491, 1039/1492, 1040/1493, 352/1494, 1013/1395, 812/1496, 898/1497, 952/1498, 691/1499, 970/1500, 1079/1501, 1029/1502, 1276/1503, 617/1504, 812/1505, 812/1506, 812/1507, 812/1508, 812/1509, 898/1510, 898/1511, 1260/1512, 365/1513, 365/1514, 121/1515, 529/1516, 660/1517, 660/1518, 660/1519, 865/1520, 749/1521, 644/1522, 1266/1523, 1265/1524, 76/1525, 75/1526, 75/1527, 761/1528, 966/1529, 874/1530, 233/1531, 898/1532 और 898/1533।

ग्राम बधिदानाली (भाग) में अजित प्लॉट संख्यांक :

प्लॉट संख्यांक 108 (भाग)

ग्राम सतावा (भाग) में अजित प्लॉट संख्यांक :

266, 269, 278 से 283, 411 से 415, 431 से 433, 944 (भाग), 945 से 949, 951, 958 से 1086, 1087 (भाग), 1093, 1094, 1113, 1132 (भाग), 1153 से 1607, 1610 से 1618, 1640, 1665, 1686 से 1689, 1694 से 1733, 1734 (भाग), 1735 (भाग), 1736 (भाग), 1737 (भाग), 1738 (भाग), 1739, 1748, 1751, 1752, 1909 से 2031, 2035 से 2038, 2041 से 2046, 2057 (भाग), 2058 से 2082, 2089 से 2095, 2096 (भाग), 2580 (भाग), 2587 (भाग), 1491/5009, 1491/5009, 1491/5010, 1502/5011, 1503/5012, 1503/5013, 1503/5014, 1594/5015, 1298/5023, 1172/5029, 1172/5030, 1172/5031, 1172/5031, 1176/5033, 1176/5034, 1175/5035, 1173/5036, 1348/5043, 1348/5044, 1348/5045, 1348/5046, 2014/5047, 2016/5048, 2016/5049, 2016/5050, 1358/5072, 1358/5073, 2007/5132, 2070/5133, 1179/5179, 1179/5180, 1179/5181, 1180/5182, 1180/5183, 1180/5184, 1180/5185, 1180/5186, 1180/5187, 1180/5188, 1180/5189, 1180/5190, 1180/5191, 1180/5192, 1334/5212, 1442/5213, 1442/5214, 1426/5215, 1500/5216, 1511/5217, 1253/5227, 1353/5228, 1253/5229, 1253/5220, 1355/5233, 1303/5260, 1348/5271, 1302/5214, 2062/5298, 2062/5299, 1929/5301, 1940/5301, 1915/5301, 1559/5320, 1915/5321, 1915/5331, 1466/5376, 1474/5380, 1004/5398, 1004/5389, 1003/5400, 1002/5401, 1265/5407, 1265/5408, 1267/5409, 1267/5410, 412/5417, 1466/5424, 1465/5425, 1043/5426, 1044/5428, 1044/5429, 1046/5430, 1234/5438, 1719/5441, 1718/5442, 1355/5445, 1355/5446 और 1980/5447।

ग्राम दामोद (संपूर्ण) में अजित प्लॉट संख्यांक :

1 से 261, 257/262, 260/263, 261/264, 67/265, 68/266, 86/267, 254/268, 87/269, 80/270, 85/271, 82/272, 9/273, 3/274, 5/275, 15/276, 181/275, 52/279, 52/280, 172/281, 181/282, 193/283, 193/284, 197/285, 236/286, 111/287, 99/288, 88/289, 245/290, 121/291, 243/252, 89/293, 256/254, 243/295, 247/296, 247/297, 250/298, 250/299, 250/300, 65/301, 236/302, 130/103, 78/304, 113/305 और 222/306।

ग्राम नकपासी (भाग) में अजित प्लॉट संख्यांक :

2315 से 2326, 2331 और 23 21/2840।

ग्राम प्रसन्न नगर (भाग) में अजित प्लॉट संख्यांक :

1 (भाग), 13, 15, 16 से 52, 53 (भाग), 54 से 63, 107 से 111, 755 (भाग), 756 (भाग), 757 से 789, 800, 801 से 1664, 1232/1666, 1/1667, 761/1668, 1015/1669, 1144/1670, 1294/1671, 1354/1672, 1180/1678, 1090/1674, 1422/1676, 1157/1677, 1192/1679, 1425/1480, 1557/1683, 873/1685, 1491/1688, 56/1692, 14/1494, 1625/1704, 1567/1711, 1554/1712, 1590/1723, 759/1724, 895/1728, 783/1729, 885/1730, 914/1731, 1351/1733, 45/1739, 25/1740, 920/1743, 1599/1744, 892/1748, 1083/1749, 1208/1750, 1091/1791, 1071/1753, 1368/1754, 1369/1755, 1368/1758, 1423/1759, 817/1761 और 1065/1762।

सीमा वर्णन :

क-ड-ग रेखा 'क' बिन्दु से आरंभ होती है और समीका तथा कनमचुईन ग्रामों की सम्मिलित सीमा के साथ भागत: जाती है और कनमचुईन ग्राम के प्लॉट सं. 2666, 2675, 2676, 8294, 2677, 2697, 2699, 2700, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 3071 की उत्तरी सीमा के साथ-साथ भागत: आगे जाती है और बिन्दु 'ग' पर मिलती है।

- ग-घ-ङ-च रेखा प्लॉट सं. 3071, 3079, 3080, 3081, 3082, 3089, 3090, 3061, 3060, 3059, 3043, 3048, 3046, 3045, 3044, 3011, 3013, 3015, 2994 की पश्चिमी सीमा के साथ-साथ जाती है, कलमचुईन ग्राम के प्लॉट सं. 4478, 4479, 4481, 4497, 4498, 4501, 4502, 4503, 8253, 5239, 5241, 5248, 5233, 5261, 5260, 5265, 5277, 5278, 5275, 5274, 5296, 5299, 5300, 5177, 5152, 5151, 5150, 5149, 5148, 8477, 5146, 8478, 5145, 8483, 8484, 7157, 7158, 7161, 7162, 7167, 7165, 7112, 7208, 7212, 7208, 7212, 7215, 7216, 7091, 8330, 7087, 7237, 7241, 7242, 7243 के साथ-साथ प्लॉट सं. 3872 से गुजरती है तब ग्राम नतादा के प्लॉट सं. 1132, 266, 269, 271, 272, 273, 274, 275, 283, 281, 280, 411, 413, 414, 415, 431, 432 की पश्चिमी सीमा के साथ-साथ प्लॉट सं. 1093, 1087, 1132 से होकर प्लॉट सं. 1165, 1153, 1154, 1155, 1113, 1157, 1158, 1094 की पश्चिमी सीमा के साथ-साथ जाती है और उसी ग्राम में बिन्दु 'च' पर मिलती है।
- च-छ रेखा प्लॉट सं. 432, 433, 958, 951, 949 की दक्षिणी सीमा के साथ-साथ प्लॉट सं. 944 से होकर प्लॉट सं. 966, 968, 2082, 2089 के साथ-साथ प्लॉट सं. 2096 से होकर प्लॉट सं. 2060 के साथ-साथ प्लॉट सं. 2057 से होकर प्लॉट सं. 2031, 2030, 2035, 2038, 2041, 2045, 1911, 1910, 1909, 1617, 1618, 1611, 1610, 1606, 1607, 1640, 1657, 1686, 1689, 1694, 1752, 1751, 1706, 1748 के साथ-साथ प्लॉट सं. 1734, 1735, 1736, 1737, 1738 से होकर प्लॉट सं. 1739, 2581 के साथ-साथ तब ग्राम नतादा के प्लॉट सं. 2580, 2583, 2585, 2586, 2587 से होकर जाती है और फिर वैश्यानाली ग्राम के प्लॉट सं. 108 से होकर आगे बढ़ती है और उसी ग्राम के बिन्दु 'छ' पर मिलती है।
- छ-ज-झ-ञ रेखा वैश्यानाली और बनारा, नतादा और दनारा, कलमचुईन और दनारा, ब्राह्मणवहाल और बनारा ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और ब्राह्मणवहाल ग्राम में बिन्दु 'ज' मिलती है।
- ज-ट-ठ-ड रेखा ब्राह्मणवहाल और दनारा, प्रासन नगर और दनारा, नकेई पासी और दनारा, दामोद और दनारा की सम्मिलित सीमा के साथ-साथ जाती है और ग्राम दामोद में बिन्दु 'ड' पर मिलती है।
- ड-ण-त-थ-द रेखा, दामोद और नकेईपासी की सम्मिलित सीमा के साथ-साथ जाती है, ग्राम नकेईपासी के प्लॉट सं. 2313, 2326, 2323, 2316, 2315 की उत्तरी सीमा के साथ-साथ आगे बढ़ती है और प्लॉट सं. 800, 789, 788 के साथ-साथ अग्रसर होती है फिर प्रासन नगर ग्राम के प्लॉट सं. 756, 755 से होकर और प्लॉट सं. 6013, 6000, 6009, 6010, 5983, 5981, 5980, 5978, 5973, 5972, 5947, 5948, 5949, 5460, 5461, 5458, 5456, 5417 के साथ-साथ और प्लॉट सं. 5418 से होकर जाती है और सोलादा ग्राम के प्लॉट सं. 5419, 5427, 5429, 5430, 5434 के साथ-साथ फिर ग्राम प्रासन नगर के प्लॉट सं. 111 के साथ-साथ जाती है और उसी ग्राम में बिन्दु 'ध' पर मिलती है।
- ध-न-प-फ-ब रेखा, प्लॉट सं. 111, 107 की उत्तरी सीमा के साथ-साथ और प्लॉट सं. 53 से होकर और प्लॉट सं. 63, 15, 1694, 13 के साथ-साथ ग्राम प्रासन नगर के प्लॉट सं. 1 से होकर जाती है और फिर प्लॉट सं. 4884, 4883 के साथ-साथ और ग्राम सोलादा के प्लॉट सं. 482 से होकर जाती है तथा उसी ग्राम में बिन्दु 'ब' पर मिलती है।
- ब-भ-म रेखा प्लॉट सं. 4882, 4886, 4887, 4895, 4896, 4912, 4911, 4920, 4943, 4939, 4940, 4975, 6106, 4977, 4969 की उत्तरी सीमा के साथ-साथ और प्लॉट सं. 4989, 4987, 5200, 5198 से होकर और प्लॉट सं. 5193, 5194, 5195, 5187 के साथ-साथ प्लॉट सं. 5185, 5182 से होकर प्लॉट सं. 5180, 5165, 5164, के साथ-साथ प्लॉट सं. 5133, 5132, 5131 से होकर प्लॉट सं. 5101, 5102, 5193, 6361 के साथ-साथ प्लॉट सं. 5108, 5116 से होकर और प्लॉट सं. 5119, 5118, 5117 के साथ-साथ सोलादा ग्राम के प्लॉट सं. 6091 से होकर और प्लॉट सं. 6091 के साथ-साथ जाती है और उसी ग्राम में बिन्दु 'म' पर मिलती है।
- म-य-र-ल-क रेखा, वीरवरपुर ग्राम के प्लॉट सं. 111 की भागतः उत्तरी सीमा के साथ-साथ और भागतः पश्चिमी सीमा के साथ-साथ जाती है और फिर मझीका और वीरवरपुर ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और आरंभिक बिन्दु 'क' पर मिलती है।

[सं. 43015/21/85-सी. ए./एल एस डब्ल्यू]

बी. बी. राव, अवर सचिव



New Delhi, the 10th May, 1989

S.O. 1199.---Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1010(E) dated the 20th November, 1987 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part II, Section 3, Sub-section (ii) of the Gazette of India, Extraordinary dated the 20th November, 1987, the Central Government gave notice of its intention to acquire lands and rights in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Orissa, is satisfied that the lands measuring 755.92 hectares (approximately) or 1867.87 acres (approximately) described in the Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the lands measuring 755.92 hectares (approximately) or 1867.87 acres (approximately) described in the said Schedule are hereby acquired.

The Plan No. SECL : HSP : GM (PROJ) : 6 dated the 8th January, 1988 of the area covered by this notification may be inspected in the Office of the Collector, Dhenkanal (Orissa) or in the Office of the Coal Controller, 1, Council House, Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 (Madhya Pradesh).

SCHEDULE  
GOPAL PRASAD BLOCK (KALINGA O/C)  
TALCHER COALFIELD  
DISTRICT DHENKANAL (ORISSA)

ALL RIGHTS

Serial Village No.	Village Number	Tahsil	District	Area in acres	Remarks
1. Kalamchuin . . . . .	60	Talcher	Dhenkanal	468.92	Part.
2. Solada . . . . .	63	Talcher	Dhenkanal	190.46	Part.
3. Birabarpur . . . . .	48	Talcher	Dhenkanal	4.60	Part.
4. Majhika . . . . .	53	Talcher	Dhenkanal	159.58	Full.
5. Nathagan . . . . .	34	Talcher	Dhenkanal	80.73	Full.
6. Brahmanbahal . . . . .	47	Talcher	Dhenkanal	393.76	Full.
7. Bethianali . . . . .	4	Angul	Dhenkanal	5.00	Part.
8. Natada . . . . .	3	Angul	Dhenkanal	164.21	Part.
9. Damol . . . . .	25	Talcher	Dhenkanal	91.14	Full.
10. Nikeipasi . . . . .	32	Talcher	Dhenkanal	3.26	Part.
11. Prasan Nagar . . . . .	39	Talcher	Dhenkanal	306.21	Part.
Total area :				1867.87 acres (Approximately)	OR
					755.92 hectares (approximately)

Plot numbers acquired in Village Kalamchuin : (part).

2666 to 2971, 2972 (p), 2973 to 2994, 3011 to 3071, 3079 to 3082, 3089, 3090, 4478, 4479, 4481 to 5146, 5148 to 5241, 5248, 5260 to 5278, 5296 to 5300, 7087 to 7089, 7091, 7112, 7157, 7158, 7161, 7162, 7165 to 7212, 7215 to 7834, 2693/7837, 4790/7854, 2949/7857, 4771/7858, 7421/7859, 2796/7865, 4697/7871, 4696/7872, 7785/7873, 7819/7880, 7455/7882, 7412/7883, 4699/7899, 2737/7904, 7420/7911, 7199/7916, 4548/7920, 5270/7924, 7681/7928, 7677/7933, 7677/7934, 7678/7935, 5067/7936, 7676/7939, 7639/7940, 4731/7941, 2690/7949, 7386/7950, 7738/7953, 7677/7955, 4895/7958, 7455/7960, 2718/7997, 2718/7998, 2718/7999, 2718/8000, 2718/8001, 7462/8006, 7462/8007, 7317/8009, 7687/8010, 7655/8011, 4577/8012, 7572/8034, 7572/8035, 7809/8036, 7808/8037, 7753/8040, 4727/8049, 4726/8050, 4696/8051, 7513/8056, 7828/8057, 7491/8058, 7515/8063, 4684/8073, 7296/8076, 4604/8077, 4815/8078, 7628/8080, 4731/8083, 4824/8084, 4845/8085, 7693/8086, 4864/8087, 2809/8088, 2941/8090, 4824/8091, 5016/8095, 2803/8097, 2802/8098, 7255/8099, 4893/8100, 7627/8101, 7433/8103, 7653/8104, 7653/8105, 4680/8107, 7483/8109, 7483/8110, 7482/8111, 7296/8119, 5218/8121, 5905/8124, 4898/8123, 4902/8128, 7789/8130, 7768/8138, 7760/8147, 7648/8150, 7651/8151, 4626/8154, 2947/8156, 2947/8157, 7779/8159, 5075/8166, 2965/8168, 7456/8173, 7456/8174, 7456/8175, 7456/8176, 7456/8177, 4797/8178, 4799/8179, 4787/8180, 4783/8181, 7743/8183, 2991/9184, 7641/8199, 7642/8200, 7540/8202, 5168/8203, 4996/8204, 4670/8205, 4808/8208, 4790/8209, 4790/8210, 7523/8212, 7644/8213, 7644/8214, 7640/8215, 7640/8216, 7638/8217, 7623/8218, 2827/8220, 7799/8223, 2964/8226, 2761/8230, 2760/8231, 2941/8232, 5114/8239, 7823/8243, 5211/8244, 5212/8245, 7362/8248, 2755/8250, 5219/5253, 7593/8257, 7605/8258, 2688/8259, 2688/8260, 2817/8261, 7720/8262, 7212/8263, 2701/8264, 2687/8288, 1202 GI/89 -3

2674/8289, 2674/8290, 2674/8291, 2678/8292, 2678/8293, 2677/8294, 2677/8295, 4695/8296, 4695/8297, 4695/8298, 4695/8299, 4695/8300, 4694/8301, 4694/8302, 4694/8303, 4694/8304, 4694/8305, 4694/8306, 4694/8307, 4694/8308, 4875/8309, 4875/8310, 4875/8311, 4875/8312, 4875/8313, 4875/8314, 4915/8325, 7090/8330, 4672/8331, 4673/8332, 4681/8333, 2941/8346, 2941/8347, 2941/8348, 2941/4349, 2941/8350, 2941/8351, 2935/8352, 2785/8353, 5112/8354, 5114/8355, 5164/8356, 5164/8357, 7789/8360, 7789/8361, 7789/8362, 7826/8363, 7026/8364, 7818/8367, 4672/8377, 3036/8380, 7676/8383, 7677/8384, 5010/8401, 5010/8402, 5010/8403, 5010/8404, 5010/8405, 5010/8406, 5010/8407, 5010/8408, 5010/8409, 5010/8410, 5010/8411, 7309/8412, 7309/8413, 7309/8414, 7473/8446, 7479/8447, 7479/8448, 7484/8449, 7414/8452, 7414/8453, 7414/8454, 2760/8475, 5146/8477, 5146/8478, 5146/8483, 5146/8484, 7440/8485, 7440/8486, 7440/8487, 7440/8488, 7440/8489, 7440/8490, 7440/8491, 7440/8492, 7440/8493, 7440/8494, 7440/8495, 4848/8500, 4840/8501, 5177/8508, 4888/8510, 7172/8512, 5130/8513, 2803/8514, 2803/8515, 2805/8516, 2805/8517, 2805/8518, 4764/8519, 4865/8520, 4864/8521, 4769/8522, 2783/8540, 7682/8562 & 7676/8563.

Plot numbers acquired in village Solada : (Part).

4882 (P), 4888 to 4887, 4895 to 4912, 4920 to 4940, 4943, 4975 to 4977, 4979 to 4986, 4987(P), 4989(P), 5093, 5101 to 5107, 5108(P), 5116(P), 5117 to 5130, 5131 (P), 5132(P), 5133(P), 5134 to 5180, 5182(P), 5185(P), 5187 to 5195, 5198(P), 5200(P), 5201 to 5255, 5256(P), 5257 to 5417, 5418(P), 5419 to 5427, 5429 to 5434, 5456 to 5461, 5947 to 5978, 5980 to 5983, 6000, 6009 to 6079, 5117/6091(P), 4983/6104, 4981/6105, 4976/6106, 4979/6107, 5966/6120, 4936/6121, 5966/6137, 5966/6139, 5966/6140, 5966/6149, 5966/6159, 5966/6167, 5966/6168, 5966/6169, 5966/6170, 5966/6174, 5966/6250, 5966/6265, 5966/6266, 5966/6267, 5966/6268, 5966/6284, 5966/6289, 4884/6290, 5966/6310, 5966/6311, 5966/6327, 5966/6328, 5966/6329, 5966/6331, 5966/6332, 5966/6333, 5090/6361, 5284/6452, 5212/6453, 5294/6454, 5139/6458, 5139/6456, 5149/6457, 5139/6458, 5149/6459, 4985/6462, 4950/6463, 4885/6468, 5130/6474, 4911/6591, 5239/6601, 5239/6602, 5239/6603, 5215/6604, 5239/6605, 5179/6607, 5264/6712, 5201/6720, 5251/6742, 5104/6748, 5190/6781, 5328/6782, 5254/6783, & 6050/7030.

Plot numbers acquired in village Birabarpur (part).

Plot number J1.11

Plot numbers acquired in village Majhika (Full).

1 to 336, 194/337, 183/338, 128/339, 128/340, 128/341, 226/342, 226/343, 239/344, 239/345, 240/346, 241/347, 241/348, 241/349, 243/350, 34/351, 183/352, 9/353, 183/354, 192/355, 192/356, 8/357, 16/358, 24/359, 128/360, 128/361, 128/362, 37/363, 38/364, 36/365, 138/366, 13/367, 128/368, 203/369, 204/370, 101/371, 123/372, 109/373, 108/374, 108/375, 145/376, 145/377, 145/378, 194/379, 3/380, 126/381, 126/382, 126/383, 126/384, 126/385, 126/386, 126/387, 119/388, 316/389, 316/390, 316/391, 195/392, 40/393, 39/394, 333/395, 334/396, 125/397, 14/398, 282/399, 283/400, 256/401, 257/402, 107/403, 313/404, 44/405, 41/406, 261/407, 167/408, 227/409, 227/410, 131/411, 131/412, 158/413, 158/414, 171/415, 171/416, 1/417, 128/418, 128/419, 205/420, 281/421, 124/422, 140/423, 268/424, 261/425, 120/426, 209/427, 19/428, 19/429, 19/430, 19/431, 79/432, 78/433, 209/434, 7/435, 50/436, 49/437, 47/438, 1/439, 100/440, 82/441, 83/442, 88/443, 86/444, 1/445, 84/446, 59/447, 64/448, 58/449, 58/450, 58/451, 69/452, 68/453, 99/454, 6/455, 283/456, 21/457, 28/458, 237/459, 281/460, 1/461, 1/462, 128/463, 128/464, 128/465, 334/466, 334/467, 322/468, 167/469, 103/470, 216/471, 31/472, 128/473, 19/474, 227/475, 128/476, 128/477, 128/478, 128/479, 227/480, 1/481, 128/482, 128/483, 128/484, 128/485, 128/486, 128/487, 128/488, 128/489, 128/490, 128/491, 128/492, 128/493, 128/494, 128/495, 128/496, 128/497, 128/498, 128/499, 128/500, 128/501, 128/502, 128/503, 128/504, 128/505, 128/506, 128/507, 128/508, 128/509, 128/510, 128/511, 128/512, 128/513, 128/514, 128/515, 128/516, 128/517, 128/518, 128/519, 128/520, 128/521, 128/522, 128/523, 128/524, 128/525, 128/526, 128/527, 128/528, 128/529, 128/530, 128/531, 128/532, 128/533, 128/534, 128/535, 128/536, 128/537, 128/538, 128/539, 128/540, 128/541, 128/542, 128/543, 128/544, 128/545, 128/546, 128/547, 128/548, 128/549, 1/550, 1/551, 1/552, 1/553, 124/554, 142/555, 215/556, 128/557, 128/558, 53/559, 57/560, 111/561, 128/562, 128/563, 128/564, 128/565, 128/566, 128/567, 128/568 and 128/569.

Plot numbers acquired in village Nathagan : (Full).

1 to 250, 180/251, 130/252, 21/253, 16/254, 16/255, 60/256, 161/257, 248/258, 126/259, 210/260, 224/261, 37/262, 195/263, 91/264, 120/265, 27/266, 32/267, 6/268, 2/269, 128/270, 171/271, 240/272, 240/273, 74/274, 74/275, 89/276, 176/277, 241/278, 89/279, 128/280, 152/281, 170/282, 250/283, 10/284, 142/285, 19/286, 2/287, 2/288, 105/289, 135/290, 203/291, 113/292, 2/293, 19/294, 17/295, 40/296, 40/297, 40/298, 40/299, 40/300, 40/301, 40/302, 40/303, 40/304, 14/305, 14/306, 5/307 and 40/308.

Plot numbers acquired in village Brahmanbahal : (Full).

1 to 1317, 310/1318, 636/1319, 517/1320, 639/1321, 7/1322, 7/1323, 898/1324, 812/1325, 898/1326, 812/1327, 797/1328, 3/1329, 3/1330, 83/1331, 16/1332, 898/1333, 898/1334, 823/1335, 823/1336, 1101/1337, 341/1338, 157/1339, 106/1340, 90/1341, 145/1342, 138/1343, 234/1344, 279/1345, 812/1346, 819/1347, 819/1348, 818/1349, 770/1350, 1060/1351, 1177/1352, 62/1353, 359/1354, 381/1355, 1217/1356, 1216/1357, 327/1358, 332/1359, 342/1360, 7/1361, 5/1362, 6/1363, 234/1364, 6/1365, 6/1366, 6/1367, 6/1368, 628/1369, 25/1370, 1143/1371, 23/1372, 234/1373, 234/1374, 117/1375, 156/1376, 545/1377, 545/1378, 1271/1379, 804/1380, 696/1381, 1271/1382, 929/1383, 657/1384, 717/1385, 1101/1386, 1216/1387, 1263/1388, 238/1389, 239/1390, 243/1391, 993/1392, 997/1393, 1000/1394, 107/1395, 513/1396, 234/1397, 234/1398, 993/1399, 194/1400, 1224/1401, 1276/1402, 70/1403, 898/1404, 898/1405, 892/1406, 895/1407, 894/1408, 1122/1409, 137/1410, 276/1411, 933/1412, 488/1413, 132/1414, 807/1415, 1104/1416, 310/1417, 1218/1418, 1032/1419, 1031/1420, 1282/1421, 645/1422, 1277/1423, 637/1424, 636/1425, 636/1426, 639/1427, 597/1428, 131/1429, 319/1430, 316/1431, 1144/1432, 1056/1433, 1049/1434, 1048/1435, 898/1436, 234/1437, 555/1438, 554/1439, 552/1440, 551/1441, 471/1442, 451/1443, 965/1444, 1178/1445, 1013/1446, 618/1447, 840/1448, 1268/1449, 844/1450, 1269/1451, 1263/1452, 583/1453, 234/1454, 234/1455, 898/1456, 203/1457, 200/1458, 1013/1459, 1016/1460, 1069/1461, 757/1462, 755/1463, 1257/1464, 1012/1465, 234/1466, 234/1467, 234/1468, 234/1469, 495/1470, 2/1471, 4/1472, 921/1473, 978/1474, 982/1475, 980/1476, 1012/1477, 691/1478, 690/1479, 686/1480, 641/1481, 641/1482, 4/1483, 1008/1484, 1009/1485, 1207/1486, 1207/1487, 643/1488, 526/1489, 122/1490, 835/1491, 1039/1492, 1040/1493, 352/1494, 1013/1495, 812/1496, 898/1497, 952/1498, 691/1499, 970/1500, 1079/1501, 1029/1502, 1276/1503, 617/1504, 1812/1505, 812/1506, 812/1507, 812/1508, 812/1509, 898/1510, 898/1511, 1260/1512, 365/1513, 365/1514, 121/1515, 529/1516, 659/1517, 660/1518, 669/1519, 865/1520, 749/1521, 644/1522, 1266/1523, 1265/1524, 76/1525, 75/1526, 75/1527, 761/1528, 966/1529, 874/1538, 233/1531, 898/1532 and 898/1533.

Plot numbers acquired in village Bethianali :

(Part). Plot number 108 (P)

Plot numbers acquired in village Natada : (Part).

266, 269, 271 to 283, 411 to 415, 431 to 433, 944(P), 945 to 949, 951, 958 to 1086, 1087(P), 1093, 1094, 1113, 1132(P), 1153 to 1607, 1610 to 1618, 1640, 1665, 1686 to 1689, 1694 to 1733, 1734(P), 1735(P), 1736(P),

1737(P), 1738(P), 1739, 1748, 1751, 1752, 1909 to 2031, 2035 to 2038, 2041 to 2046, 2057(P), 2058 to 2082, 2089 to 2095, 2096(P), 2580(P), 2581, 2582, 2583(P), 2584, 2585(P), 2586(P), 2587(P), 1491/5008, 1491/5009, 1491/5010, 1502/5011, 1503/5012, 1503/5013, 1503/5014, 1594/5015, 1298/5023, 1172/5029, 1172/5030, 1172/5031, 1172/5032, 1176/5033, 1176/5034, 1175/5035, 1173/5036, 1348/5043, 1348/5044, 1348/5045, 1348/5046, 2014/5047, 2016/5048, 2016/5049, 2016/5050, 1358/5072, 1358/5073, 2007/5132, 2070/5133, 1179/5179, 1179/5180, 1179/5181, 1180/5182, 1180/5183, 1180/5184, 1180/5185, 1180/5186, 1180/5187, 1180/5188, 1180/5189, 1180/5190, 1180/5191, 1180/5192, 1334/5212, 1442/5213, 1442/5214, 1426/5215, 1500/5216, 1511/5217, 1253/5227, 1253/5228, 1253/5229, 1253/5230, 1355/5233, 1303/5260, 1348/5271, 1302/5294, 2062/5298, 2062/5299, 1929/5301, 1940/5302, 1915/5310, 1559/5320, 1915/5321, 1915/5331, 1466/5376, 1474/5380, 1004/5398, 1004/5399, 1003/5400, 1002/5401, 2165/5407, 1265/5408, 1267/5409, 1267/5410, 412/5417, 1466/5424, 1466/5425, 1043/5426, 1044/5428, 1044/5429, 1046/5430, 1234/5438, 1719/5441, 1718/5442, 1355/5445, 1355/5446 and 1986/5447.

Plot numbers acquired in village Damol : (Full). 1 to 261, 257/262, 260/263, 261/264, 67/265, 68/266, 86/267, 254/268, 87/269, 80/270, 85/271, 82/272, 9/273, 3/274, 5/275, 15/276, 181/277, 52/278, 52/279, 52/280, 172/271, 191/282, 193/283, 192/284, 197/285, 236/286, 111/287, 99/288, 88/289, 245/290, 121/291, 243/292, 89/293, 256/294, 243/295, 247/296, 247/297, 250/298, 250/299, 250/300, 65/301, 236/302, 130/303, 78/304, 113/305, and 222/306.

Plot numbers acquired in village Nakeipasi : Part). 2315 to 2326, 2331 and 2321/2840.

Plot numbers acquired in village Prasan Nagar : (Part). - 1(P), 13, 15, 16 to 52, 53(P), 54 to 63, 107 to 111, 755(P), 756(P), 757 to 789, 800, 801 to 1664, 1232/1666, 1/1667, 761/1668, 1015/1669, 1144/1670, 1194/1671, 1354/1672, 1180/1673, 1090/1674, 1422/1676, 1157/1677, 1192/1679, 1425/1680, 1657/1683, 873/1685, 1491/1688, 56/1692, 14/1694, 1625/1704, 1567/1711, 1554/1712, 1590/1723, 759/1724, 895/1728, 783/1729, 885/1730, 914/1731, 1451/1733, 45/1739, 25/1740, 920/1743, 1599/1744, 892/1748, 1083/1749, 1208/1750, 1091/1751, 1071/1753, 1368/1754, 1369/1755, 1368/1758, 1423/1759, 817/1761, and 1065/1762.

#### BOUNDARY DISCRPTION :

- A-B-C** Line starts from point 'A' and passes partly along the common boundary of villages Majhika and Kalamchuin and partly proceed along the northern boundary of plot numbers 2666, 2675, 2676, 8294, 2677, 2697, 2699, 2700, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 3071, of village Kalamchuin and meets at point 'C'.
- C-D-E-F** Line passes along the western boundary of plot numbers 3071, 3079, 3080, 3081, 3082, 3089, 3090, 3061, 3060, 3059, 3043, 3048, 3046, 3045, 3044, 3011, 3013, 3015, 2994, proceeds through plot numbers 3872, along the plot numbers 4478, 4479, 4481, 4497, 4498, 4501, 4502, 4503, 8253, 5239, 5241, 5248, 5233, 5261, 5260, 5265, 5277, 5278, 5275, 5274, 5296, 5299, 5300, 5177, 5152, 5151, 5150, 5149, 5148, 8477, 5146, 8478, 5145, 8483, 8484, 7157, 7158, 7161, 7162, 7167, 7165, 7112, 7208, 7212, 7215, 7216, 7091, 8330, 7087, 7237, 7241, 7242, 7243, of village Kalamchuin then proceeds along the western boundary of plot numbers 1165, 1153, 1154, 1155, 1113, 1157, 1158, 1094, through plot numbers 1093, 1087, 1132, along the western boundary of plot numbers 1132, 266, 269, 271, 272, 273, 274, 275, 283, 281, 280, 411, 413, 414, 415, 431, 432, of village Natada and meets in the same village at point 'F'.
- F-G** Line passes along the southern boundary of plot numbers 432, 433, 958, 951, 949, through plot number 944 along plot numbers 966, 968, 2082, 2089, through plot number 2096, along the plot number 2060, through plot numbers 2057, along the plot numbers 2031, 2030, 2035, 2038, 2041, 2046, 1911, 1910, 1909, 1617, 1618, 1611, 1610, 1606, 1607, 1640, 1665, 1686, 1689, 1694, 1752, 1751, 1706, 1748, through plot numbers 1734, 1735, 1736, 1737, 1738, along the plot numbers 1739, 2581 then through plot numbers 2580, 2583, 2585, 2586, 2587, of village Natada and then proceeds through plot numbers 108 of village Bethianali and meets in the same village at point 'G'.
- G-H-I-J-K-L-M-N** Line passes along the common boundary of villages Bethianali and Danara, Natada and Danara, Kalamchuin and Danara, Brahmanbahal and Danara, and meets in village Brahmanbahal at point 'N'.
- N-O-P-Q-R** Line passes along the common boundary of villages Brahmanbahal and Danara, Prasan Nagar and Danara, Nakeipasi and Danara, Damol and Danara, and meets in village Damol at point 'R'.
- R-S** Line passes along the common boundary of villages Damol and Nakeipasi proceeds along the northern boundary of plot numbers 2313, 2326, 2323, 2316, 2315, of village Nakeipasi and proceeds along the plot numbers 800, 789, 788 then through plot numbers 756, 755, of village Prasan Nagar and passes along the plot numbers 6013, 6000, 6009, 6010, 5983, 5981, 5980, 5978, 5973, 5972, 5947, 5948, 5949, 5460, 5461, 5458, 5456, 5417, and through plot numbers 5418 and along the plot numbers 5419, 5427, 5429, 5430, 5434, of village Solada then passes along plot numbers 111 of village Prasan Nagar and meets in the same village at point 'S'.
- S-T-U-V-W** Line passes along the northern boundary of plot numbers 111, 107, and through plot number 53 and along the plot numbers 63, 15, 1694, 13 through plot number 1 of village Prasan Nagar and then proceeds along the plot numbers 4884, 4883 and through plot number 482 of village Solada and meets in the same village at point 'W'.
- W-X-Y** Line passes along the northern boundary of plot numbers 4882, 4886, 4887, 4895, 4896, 4912, 4911, 4920, 4943, 4939, 4940, 4975, 6106, 4977, 4979, and through plot numbers 4989, 4987, 5200, 5198, and along the plot numbers 5193, 5194, 5195, 5187, through plot numbers 5185, 5182, along the plot numbers 5180, 5165, 5164, through plot numbers 5133, 5132, 5131, along the plot numbers 5101, 5102, 5193, 6361, through plot numbers, 5108, 5116, and along the plot numbers 5119, 5118, 5117, through plot number 6091 and along plot number 6091 of village Solada and meets in the same village at point 'Y'.
- Y-Z-Z1-A** Line passes partly along the northern and partly along the western boundary of plot number 111 of village Birabarpur and then along the common boundary of villages Majhika and Birabarpur and meets at the starting point 'A'.

## श्रम मंत्रालय

नई दिल्ली, 25 अप्रैल, 1989

का.आ. 1200 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय बरानोपुर कोलियरी डाक, नारायनपुर, जिला पुरुलिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 17-4-89 को प्राप्त हुआ था।

## MINISTRY OF LABOUR

New Delhi, the 25th April, 1989

S.O. 1200.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ranipur Colliery P.O. Narayanpur, Distt. Purulia and their workmen, which was received by the Central Government on the 17-4-89.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 69 of 1988

## PARTIES :

Employers in relation to the management of Ranipur Colliery, P.O. Narayanpur, Distt. Purulia.

## AND

Their Workmen

## PRESENT :

Mr. Justice Sukumar Chakravarty.—Presiding Officer.

## APPEARANCES :

On behalf of employers—Mr. B. N. Lala, Advocate.

On behalf of workmen—None.

STATE : West Bengal. INDUSTRY : Coal.

## AWARD

By Order No. L-19012/95/86-D.IV(B) dated 3-4-1987, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management of Ranipur Colliery, P.O. Narayanpur, Distt. Purulia (WB) of M/s. E.C. Ltd. in issuing the notice dated 10-1-1986 of change of service conditions of the workmen S/Shri Prema Bouri, Lochu Paswan, Anandi Banerjee, Kalco Chowhan, Dugai Bouri, Winding Engine Khalasi and Kamal Bouri. Haulage Khalasi working as Winding Engine Khalasi proposing 8 Hrs. shift for them from the present 6 hours overlapping shift is justified? If not, to what relief the workmen are entitled ?”

2. When the case is called out today, Mr. B. N. Lala, Advocate appears for the management. Nobody appears for the workmen in this reference. Neither the Union Sponsoring the cause of the workmen nor the workmen themselves have appeared and filed their written statement inspite of receipt of the registered notices. This Tribunal by its order dated 30-1-1989 fixed this day for filing written statement by the workman with a direction that if the workmen fails to appear and file the written statement in this case by that date, the matter shall be taken-up in their absence. It appears from the record that Mr. Amallesh Mitra, Counsel for the workmen subsequently appeared on 30-1-1989 and noted the contents of the said order. In view of the order dated 30-1-1989, the matter is taken-up in the absence of the workmen.

3. Mr. Lala submits that the conduct of the workmen shows that they or their union is not interested to proceed with the reference and that in the said circumstances this Tribunal should pass the No Dispute Award. I find sufficient force in such submission of Mr. Lala. It cannot be expected that the management would file the written statement when the workmen or their union did not file the written statement at all. I find that the union or the workmen are not interested to proceed with the reference. Accordingly this Tribunal has no other alternative but to pass the ‘No Dispute Award’ and I do so.

This is my Award.

Dated, Calcutta, the 10th April, 1989.

Sd/-

SUKUMAR CHAKRAVARTY, Presiding Officer  
[No. L-19012(95)/86-D.IVB]

नई दिल्ली, 4 मई, 1989

का.आ. 1201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बर्मस ई.सी. लिम. की चाइनाकुरी माइन नं. 3 के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-89 को प्राप्त हुआ था।

New Delhi, the 4th May, 1989

S.O. 1201.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chinakuri Mine No. 3 of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on the 21-4-89.

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT CALCUTTA

Reference No. 70 of 1988

## PARTIES :

Employers in relation to the management of  
Chinakuri Mine No. 3 of M/s. Eastern  
Coalfields Limited.

## AND

Their workmen.

## PRESENT :

Mr. Justice Sukumar Chakravarty

Presiding Officer.

## APPEARANCES :

On behalf of employers—Mr. B. N. Lala,  
Advocate.

On behalf of workmen—None.

STATE : West Bengal INDUSTRY : Coal.

## AWARD

By Order No. L-19012(68)/86-D.IV(B) dated  
3-4-1987 the Government of India, Ministry of  
Labour referred the following dispute to this Tribunal  
for adjudication :

“Whether the action of the Management of  
Chinakuri Mine No. 3 of M/s. E.C. Ltd. in  
not getting the age of Shri Chandradeo  
Bhuia, Timber Mistry assessed by the Age  
Determination Committee of Sitarampur  
Area and terminating his services w.e.f.  
1-7-1985 on the ground of his attaining  
the age of superannuation was justified? If  
not, to what relief the workman is  
entitled?”

2. When the case is called out today, Mr. B. N. Lala, Advocate appears for the management. Nobody appears for the workmen in this reference. Neither the Union sponsoring the cause of the workmen nor the workmen themselves have appeared and filed their written statement in spite of receipt of the registered notices. This Tribunal by its order dated 30-1-1989 fixed this day for filing written statement by the workmen with a direction that if the workmen fails to appear and file the written statement in this case by that date, the matter shall be taken-up in their absence. It appears from the record that Mr. Amalsh Mitra, Counsel for the workmen subsequently appeared on 30-1-1989 and noted the contents of the said order. In view of the order dated 30-1-1989, the matter is taken-up today in the absence of the workmen.

3. Mr. Lala submits that the conduct of the workmen shows that they or their union is not interested to proceed with the reference and that in the said circumstance this Tribunal should pass the No Dispute Award. I find sufficient force in such submission of Mr. Lala. It cannot be expected that the management would file the written statement when the workmen or their union did not file the

written statement at all. I find that the union or the workmen are not interested to proceed with the reference. Accordingly (his Tribunal has no other alternative but to pass the 'No Dispute Award' and I do so.

This is my Award.

Dated, Calcutta,  
the 10th April, 1989.

SUFUMAR CHAFRAVARTY, Presiding Officer  
Officer

[No. L-19012(68)/86-D.IV(B)]

का.अ. 1202—औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय  
सरकार व मैसेस वेस्टर्न कोलफील्ड्स लिम. एरिया नं. 3,  
चन्द्रपुर (MS) के प्रबंधन से सम्बद्ध निवाजकों और उनके  
कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में  
केन्द्रीय सरकार औद्योगिक अधिकरण स. 1, बम्बई के पचाट  
का प्रकाशित करता है, जो केन्द्रीय सरकार को 24-4-89 को  
प्राप्त हुआ था।

S.O. 1202.—In pursuance of Section 17 of the  
Industrial Disputes Act, 1947 (14 of 1947), the  
Central Government hereby publishes the award of  
the Central Government Industrial Tribunal No. 1,  
Bombay as shown in the Annexure, in the industrial  
dispute between the employers in relation to the  
management of W.C. Ltd. Area No. III, Chandrapur  
(MS) and their workmen, which was received by the  
Central Government on the 24-4-1989

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY  
PARTIES :

Employer in relation to the management of  
M/s. Western Coalfields Limited, in sub-  
Area No. III, Chandrapur.

## AND

Their workmen.

## APPEARANCES :

For the Management.—Mr. P. S. Nair, Advoca-  
cate.

For the Workmen.—Workman present in person.

INDUSTRY : Mining STATE : Maharashtra  
Bombay, dated the 27th day of March, 1989

## AWARD

The Central Government in exercise of the powers  
conferred by clause (d) of sub-section (1) and  
sub-section (2A) of section 10 of the Industrial  
Disputes Act, 1947, has referred the following dis-  
pute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Western Coalfields Limited in Sub Area No. III, Hindustan Lalpeeth Colliery, P.O. & Distt. Chandrapur (Maharashtra) is justified in dismissing Shri Rajesh Bucham, Driver from 25-6-1985? If not, to what relief the workman is entitled?"

नई दिल्ली, 1 मई, 1989

2. At the hearing of the reference, parties filed a Memorandum of Settlement and prayed for an award as per the terms of the settlement. The terms of settlement are as follows :—

"That Shri Rajesh Bucham will be re-employed in the same post and grade as held by him at the time of dismissal with the basic pay which he was drawing as on the date of dismissal within one month from the date of the award by CGIT in terms of this settlement.

That the period of absence from the date of dismissal till the date of joining as per this agreement will be treated as dies-non.

That the workmen will not be entitled to wages or any other payment whatsoever for the period of idleness from the date of dismissal to the date of re-employment.

An assurance of good performance and conduct will be furnished by the individual in writing before joining duties during initial period of one year, his performance shall be judged by the Samanvaya Samiti functioning at the place of his posting. On satisfactory completion of this period as per the report of the Samanvaya Samiti, he will be given continuity of service for the limited purpose of payment of gratuity. As regards conduct, he will be guided by the relevant Standing Orders.

On re-employment Shri Rajesh Bucham will be posted at Rayatwan SA.

This agreement fully and finally resolves the dispute pending before the CGIT Bombay and it shall not be treated as precedent for any other case.

The parties agree to file this compromise/settlement before the Presiding Officer, CGIT, Bombay and request for a consent award in terms of this settlement."

3. The Settlement is quite fair and is in the interest not only of the workman but also in the larger interest of the Industrial peace. I, therefore, accept the settlement and pass an award in terms of the said settlement. Award accordingly.

M. S. JAMDAR, Presiding Officer.  
[No. L-22012(65) '85 D.V (D.III(B))]

R. K. GUPTA, Desk Officer.

का.आ. 1203.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मैसर्स टाटा आयरन एण्ड स्टील कंपनी लिमिटेड के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मं. (2) धनवाद के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-1989 को प्राप्त हुआ था।

New Delhi, the 1st May, 1989

S.O. 1203.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Messrs Tata Iron and Steel Company Ltd. and their workmen, which was received by the Central Government on 21-4-1989.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 23 of 1986

In the matter of an Industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

#### PARTIES :

Employers in relation to the management of Jamadoba Power Plant of M/s. Tata Iron and Steel Company Limited and their workmen.

#### APPEARANCES :

On behalf of the workmen—Shri B. N. Sharma, Joint General Secretary Janta Mazdoor Sangh.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 12th April, 1989

#### AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(290)/85-D.III(A), dated, the 3rd January, 1986.

#### SCHEDULE

"Whether the demand of Janta Mazdoor Sangh that the workmen mentioned below should be placed in their respective proper grades of their entitlement from 1-1-1983 by the management of Jamadoba Power Plant of M/s. Tata Iron & Steel Co. Ltd., is justified? If so, to what relief are the concerned workmen entitled?"

1. Shri S.N. Dey	Boiler Charge hand
2. " N.N. Das	—do—
3. " Robi Banerjee	—do—
4. " Kamta Prasad	—do—

5. Shri S.P. Singh	Boiler Operator Gr. I
6. " Sita Ram	- do -
7. " S N. Mahato	- do -
8. " Diwakar Roy	- do -
9. " Zamafuluddin	Boiler Operator Gr. II.
10. " Jhari Rajak	- do -
11. " Bhagwan Das	- do -
12. " Md. Mansoor	- do -
13. " Arjun Ram	- do -
14. " Md. Azad	- do -
15. " P.M. Viswakarma	- do -
16. " A.K. Nag,	- do -

## AND

Their Workmen

## PRESENT :

Shri S. K. Mitra, Presiding Officer.

## APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri B. B. Pandey, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, the 23rd March, 1989

## AWARD

By Order No. L-24012(200)/87-D.IV(B), dated the 8th March, 1988, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, referred the following dispute for adjudication to this Tribunal :

"Whether demand of Janta Mazdoor Sangh to regularise Sri B. K. Singh, Drill Operator of Bhowra (North OCP) Colliery of Bhowra Area No. XI of M/s. B.C.C. Ltd., P.O. Bhowra, Dist. Dhanbad as Asstt. Foreman in Supervisory Gr. C, is justified ? If so, to what relief the workman is entitled ?"

2 The case of the concerned workman, Sri B. K. Singh as appearing from the written statement submitted on his behalf by the sponsoring union, Janta Mazdoor Sangh, details apart, is as follows :

Prior to 22-8-84 the concerned workman had been working as Drill Operator and was placed in Category 'C' (Excavation) at Bhowra (North OCP) Colliery. He has been working as Asstt. Foreman from 22-8-84 on the basis of order of the same date issued under signature of the Project Manager and the Agent. He has been working as Asstt. Foreman continuously from 22-8-84 to the entire satisfaction of the management. After working continuously for more than six months as Asstt. Foreman he made a representation dated 10-4-85 to the General Manager of Bhowra Area through the Project Manager Parsiabab OCP for his regularisation as Asstt. Foreman and to be placed in Supervisory Grade. The then Manager of the said Project recommended for the change of his designation as Asstt. Foreman by his note dated 13-4-85 and the then Agent forwarded the representation to the General Manager for consideration by his note dated 18-4-85. But unfortunately no favourable decision was taken by the General Manager of Bhowra Area and the matter was kept pending. Again he made a further representation dated 12-9-1986 to the General Manager for change of designation and placement in proper grade. The then Project Manager forwarded his representation to the Agent by his note dated 29-10-86, but nothing has come out of it. In the circumstances an industrial dispute was raised before the Asstt. Labour Commissioner (C) Dhanbad. But the conciliation proceeding ended in a failure and the appropriate Govt. has been pleased to refer the dispute to the Tribunal for adjudication. It has been submitted by the sponsoring union that in similar case the management regularised the workmen, but in the present case the management has adopted an indifferent attitude and made a discrimination which is quite unfair and unjustified. For instance, Bhairaw Singh of Bhowra (N) Colliery was regularised as Asstt. Foreman and placed in Technical Supervisory Grade 'C' by Office Order dated 24-2-80 issued under the signature of Manager, Bhowra (N) Colliery. Similarly, Sri Gurudeo Singh of Bhowra (N) Colliery was regularised as Asstt. Foreman and placed in Technical Supervisory Grade 'C' by Office Order dated 10-3-80 issued under the signature of Manager, Bhowra (N) Colliery. Both these cases relate to the same colliery in which the concerned workman has been working. Hence, it has been prayed by the union that its demand for regularisation of the concerned workman as Asstt. Foreman in Supervisory Grade 'C' is justified and that he is entitled to be regularised as Asstt. Foreman in Supervisory Grade 'C'.

Both the parties filed their W.S. and the case proceeded for hearing. Since many date the workmen were not taking necessary steps and were not examining any witness. As the workmen were not taking proper steps in the case, the case was fixed for hearing exapite however, on 13-3-89 Shri B. N. Sharma Joint General Secretary, Janta Mazdoor Sangh representing the workmen filed a petition stating that the concerned workman have left giving instructions to the union since a long time and are not taking any interest in the case and as such it is not possible for the union to proceed with the dispute. It was prayed therefore that the case may be disposed of. I heard both the parties on the said petition dated 13-3-89. It was for the union to establish their demand and as the workmen did not adduce evidence, the demand on behalf of the Union was not established.

In the result, I hold that the demand of Janta Mazdoor Sangh that the 16 concerned workmen should be placed in their proper grades of their entitlement from 1-1-83 by the management of Jamadoba Power Plant of M/s. Tisco. Ltd. is not justified and accordingly the concerned workmen are entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer.

[No. L-20012(290)/85 D.III(A)/IR/Coal-I]

का. आ. 1204.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मिसर्स बी. सी. सी. एल की भोवरा क्षेत्र सं. 11 की भोवरा (उत्तरी ओ. पी. सी.) कोलियरी के प्रबन्धत्व से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दोष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1), धनबाद के पंचाट को प्रकाशित करती है।

S.O. 1204.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Bhowra (North OCP) Colliery of Bhowra Area No. XI of BCCCL and their workmen.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 44 of 1988

## PARTIES :

Employers in relation to the management of Bhowra (North OCP) Colliery of Bhowra Area No. XI of M/s B.C.C.Ltd.

3. The case of the management of Bhowra North O.C.P. Colliery, as appearing from the written statement submitted, is as follows :

The present reference is not maintainable. The concerned workman is working as Drill Operator in the O.C.P. in Excavation Grade 'C' in the scale of Rs. 30 14-1.76-51.84 under N.C.W.A III as daily-rated workmen but paid monthly. As per this scale the minimum starting basic wages per month comes to Rs. 783.63 with annual increment of Rs. 45.76. He is claiming regularisation in Technical and Supervisory Grade 'C' on the monthly scale of Rs. 742-40-1062-45-1422. He cannot be regularised at the initial start of supervisory Grade 'C' as his wages will be reduced and in case he is regularised after giving three or four increments in supervisory grade 'C' giving protection of his wages, the workman senior to him in supervisory Grade 'C' in supervisory cadre and being more competent than him will get less wages than the concerned workman. The excavation cadre has promotional avenue from Group 'C' to Group 'B' and then from Group 'B' to Group 'A' and from Group 'B' to Group 'A' and from Group 'A' to Special Group whereas the promotional avenue for supervisory cadre is from Grade 'C' to Grade 'B' and from Grade 'B' to Grade 'A'. The concerned workman has better promotional avenue by continuing in his own cadre than by coming over to supervisory cadre. After introduction of cadre scheme/promotional rules for electrical & mechanical disciplines by J.B.C.C.I.'s circular No. 30 dated 26-6-84, the different cadres and promotional channels have been practically fixed and in the absence of any special circumstances, the change of cadres is not permissible in order to avoid discontents and frustrations amongst the eligible candidates for his promotion in the line. There is no prohibition for placement of one workman of a particular cadre on the job of another cadre maintaining lien on his original cadre in the case of surplusage in his present cadre and additional/temporary requirement in another cadre or for giving chance for gaining experience in another cadre for his placement in case he becomes surplus to requirement. Thus, change of cadre is not normal but is conditional by special circumstances with the approval of Headquarters. There is no rule for change of cadre between equivalent scale in the form of regularisation and no workman has got any right to claim for change of cadre. The concerned workman is already in Group 'C' in excavation cadre and was permitted to perform the job of Grade 'C' in supervisory cadre from time to time, both posts being equivalent in terms of scale of pay maintaining his lien on substantive cadre of excavation. He has no right to get change of cadre from excavation to supervisory. The minimum requirement for regular posting of Asstt. Foreman (Mech) is that he should be matriculate with I.T.I. having four years experience as Mechanical Fitter in Category-VI or shall be literate with six years experience as Mechanical Fitter in Category-VI. Posting as Asstt. Foreman is done after clearance by D.P.C. on the basis of selection trade tests whereas in the case of ad-hoc posting, performance is indeed for certain period and has to be cleared by the D.P.C. or competent authorities for his regularisation. The concerned workman belongs to operational cadre for operating machineries in open cast projects and does not belong to maintenance cadre like fitters etc and does not possess the minimum requirement for regular placement as Asstt. Foreman (Mech.) in Grade 'C', as per cadre Scheme. Therefore, he can not be promoted as Asstt. Foreman (Mechanical) in Supervisory Cadre, notwithstanding that he was posted as Asstt. Foreman (Mechanical) from time to time. His performance as Asstt. Foreman (Mech.) was not upto the mark for consideration of his change of cadre under special circumstances. In the circumstances, the management has proved that the demand of the sponsoring union for regularisation of the concerned workman as Asstt. Foreman in supervisory cadre 'C' is not justified.

4. In rejoinder to the written statement of the concerned workman the management has disputed the contentions of the sponsoring union as made in its written statement and reiterated that the concerned workman is not entitled to be regularised as Asstt. Foreman (Mechanical) in Group 'C'.

5. In rejoinder to the written statement of the management the sponsoring union has stated that since the concerned workman has been working as Asstt. Foreman

(through designated as Drill Operator) he has been claiming for regularisation in Technical and Supervisory Grade 'C' with the provision of wage protection. If he is regularised in Technical and Supervisory Grade 'C' by protection of wages, there is nothing wrong and there can not be any objection by any one as the same is as per provisions of law. The case of the concerned workman is for regularisation of the concerned workman in Technical and Supervisory Grade 'C' and not for promotion. The circular and introduction of cadre scheme/promotional rules as cited by the management are irrelevant to the present case as the same do not relate to the workmen working in Excavation side. The concerned workman has been continuously working as Asstt. Foreman and not from time to time as stated by the management. The union has reiterated that the concerned workman is entitled to be regularised as Asstt. Foreman in Technical and Supervisory Grade 'C'.

6. The union has examined the concerned workman and laid in evidence a number of documents which have been marked Exts. W-1 to W-6. The management has not examined any witness nor has it laid any documentary evidence in support of its case.

7. Sri B. B. Pandey, Advocate, appearing for the sponsoring union, Janta Mazdoor Sangh, has submitted that the concerned workman is a 'workman' within the meaning of Sec. 2(s) of the Industrial Disputes Act and in the context of the facts and circumstances of the case he is entitled to be regularised as Asstt. Foreman in supervisory Grade 'C'. He has further submitted that the case of the concerned workman is for regularisation in service and not for promotion.

8. Sri B. Joshi, Advocate, appearing for the management has submitted that the concerned workman is not 'workman' within the meaning of Sec. 2(s) of Industrial Disputes Act since he has been working in supervisory capacity and drawing wages of Rs 1600 or more per month. He has contended that the concerned workman is not qualified for being promoted to the post of Asstt. Foreman in supervisory Grade 'C' from his substantive post as Drill Operator in Category 'C' (Excavation).

9. Sri B. B. Pandey has joined issue with Sri Joshi over the question whether the concerned workman is a 'workman' or not within the meaning of Sec. 2(s) of the Industrial Disputes Act and submitted that on the one hand the management has been denying regularisation of the concerned workman in supervisory grade and at the same time taking the plea that his claim is not sustainable as he is not a 'workman'. According to Sri Pandey the position taken by the management confounds the norms of morality.

10. Admittedly, B. K. Sing, the concerned workman was earlier appointed as Drill Operator and placed in Category 'C' (Excavation) at Bhowra (North OCP) Colliery. Sri Singh, in his testimony has stated that he joined the services of M/s. B.C.C. Ltd. as Drill Operator in December, 1979. Admittedly, he was deployed for duty to work as Asstt. Foreman with effect from 22-8-84. The Office Order issued under the signature of Project Manager and Asstt. Project Officer of Parsinabad Open Cast Project dated 22-8-84 bears out this position (Ext. W-1). The concerned workman has also stated in his testimony that since 22-8-84 he has been working as Asstt. Foreman in Bhowra (North OCP) and prior to that he was working as Drill Operator in the said colliery. The concerned workman has stated in his testimony that he has been working in supervisory capacity and that he is competent to work as such. He has further stated that he has been getting salary of Rs. 2200/- All these statements he has made in cross-examination. He has further stated, when question was put to him by the Tribunal, that he used to get Rs. 1600/- or Rs. 1650/- as wages on the date of reference. The being so, it is evident that at the time when the present reference was made by the appropriate Government the concerned workman was working in supervisory capacity and drawing wages exceeding Rs. 1600/- per mensem.

11. Section 2(s) of the Industrial Disputes Act gives definition of 'workman' which runs as follows :



“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.”

It is evident from this definition that any person employed in a supervisory capacity and drawing wages exceeding Rs. 1600 per mensem does not come within the definition of ‘workman’ as defined in Sec. 2(s) of the Industrial Disputes Act. That being so, the concerned workman is not considered to be a ‘workman’ and so the present dispute is not maintainable.

Sri B. B. Pandey has tried to highlight the question of morality of the management in raising this issue of controversy, but this question cannot be considered by this Tribunal as it is not within its domain to judge such issue.

12. Sri B. Joshi has contended that the concerned workman was not qualified for promotion to the post of Asstt. Foreman and that the promotional channel of Excavation cadres is different from that of supervisory cadre. But Sri Joshi is faulted in his submission for the case of the concerned workman is not for promotion but for regularisation in service.

13. It is the case of the concerned workman that after working continuously for more than six months he made a representation dated 10-4-85 to the General Manager of Bhowra Area through Project Manager, Parsiabad O.C.P. for his regularisation as Asstt. Foreman and to be placed in supervisory cadre. His further case is that the Project Manager recommended change of his designation as Asstt. Foreman by his note dated 13-4-85 and the then Agent forwarded his representation to the General Manager for consideration by his note dated 18-4-85. This position is borne out by the letter of representation of the concerned workman dated 10-4-85 (Ext. W-2), note of the Project Manager dated 13-4-85 stating that he is working as Asstt. Foreman for more than six months with entire satisfaction of the management. So his designation may kindly be changed from Drill Operator to Asstt. Foreman. (Ext. W-2/1). By his note dated 18-4-85 the Agent forwarded the representation to the General Manager for consideration (Ext. W-2/2). Admittedly, no action was taken by the General Manager and again the concerned workman put in another representation dated 12-9-86 (Ext. W-3) which was forwarded to the Agent by the Project Manager by his note dated 29-10-86. It appears that this representation has met the same fate like the earlier one.

14. The sponsoring union has laid in evidence two Office Orders—one dated 24-2-80 and the other dated 10-3-80 (Ext. W-4 and W-5) in terms of which one Bhairu Singh, Dumper Operator and Gurudeo Singh, also a Dumper Operator of Bhowra (N) Colliery were promoted to the post of Asstt. Foreman and placed in Technical and Supervisory Grade ‘C’. Thus, the contention of the management

that the change of cadre is not permissible under the rules is not sustainable. As a matter of fact the B.C.C.L. introduced a scheme for regularisation of workman who are working in higher categories against permanent vacancies for more than six months (Ext. W-6). The management has also stated in its written statement that the change of cadre is not normal, but is effected in the case of special circumstances with the approval of Headquarters. I have already stated that the Project Manager and the Agent/Project Officer of Parsiabad Open Cast Project by Office Order dated 22-8-84 deployed the concerned workman for duty as Asstt. Foreman at Parsiabad Open Cast Project (Ext. W-1). Surely, this was not done by the management out of grace, but under exigencies of special circumstances.

15. It appears that the concerned has performed his duties as Asstt. Foreman to the satisfaction of his superiors for more than six months (Exts. W-2/1 to and W-2/2). There is nothing in the evidence to indicate that the management has lost its satisfaction with regard to the performance of the concerned workman at any point of time. That being so, the concerned workman is entitled to be regularised in service as Asstt. Foreman in Supervisory Grade ‘C’.

16. But since he is not a ‘workman’ within the meaning of Sec. 2(s) of the Industrial Disputes Act I am not in a position to pass any award in favour of the demand of the sponsoring union.

17. Accordingly, the following award is rendered—the reference whether the demand of Janta Mazdoor Sangh to regularise Sri B. K. Singh, Drill Operator of Bhowra (North OCP) Colliery of Bhowra Area No. XI of M/s. B.C.C.Ltd. as Asstt. Foreman in Supervisory Gr. ‘C’ is justified or not cannot be decided as the concerned workman is not a ‘workman’ within the meaning of Sec. 2(s) of the Industrial Disputes Act. Nevertheless, the management may consider his case for regularisation as Asstt. Foreman in Supervisory Grade ‘C’ in the light of observation made in the body of this award.

In the circumstances of the case I award no cost

S. K. MITRA, Presiding Officer  
[No. L-24012(200)/87-D.4(B)/IR(Col-I)]

का. आ. 1205.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लि. की तेलुलिया कोलियरी के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कार्य-कारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है।

S.O. 1205.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Tetulia Colliery of M/s. Bharat Coking Coal Ltd. and their workmen.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 265 of 1987

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

#### PARTIES :

Employers in relation to the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited, P.O. Katrasgarh, Distt. Dhanbad and their workmen

## APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 31st March, 1989

## AWARD

This reference case No. 265/87 which was formerly transferred to the Central Government Industrial Tribunal No. 3, Dhanbad has been transferred to this Tribunal by the Government of India, Ministry of Labour vide their Order No. L-20025(9)/85-D.III (A), dated, the 22nd December, 1986.

The reference case was originally numbered in Central Government Industrial Tribunal No. 3, Dhanbad as Reference No. 29 of 1976 which was disposed off by Central Government Industrial Tribunal No. 3, Dhanbad by an Award passed on 11-5-77 in favour of the management. The workmen went in a writ before the High Court of Judicature at Patna, Ranchi Bench and it was numbered as C.W.J.C. No. 292 of 1978 (R). The said Writ Petition was disposed of by his Lordship of the Patna High Court, Ranchi bench by the order dated 9-5-85. His Lordship set aside the Award dated 11-5-77 passed by the Central Government Industrial Tribunal No. 3, Dhanbad. His Lordship while setting aside the Award held the reference as competent and valid and directed the Tribunal to consider the merit of the case afresh and decide the issue before it after taking such necessary evidence as may be necessary in the interest of justice. With the above observation his Lordship allowed the Writ Petition.

This is a reference under Section 10(1)(d) of the I. D. Act in respect of 18 workmen of the Tetulia Colliery of M/s. BCCL by the Government of India, Ministry of Labour, under Order No. L-20025(9)/85-D.III (A) dated 22-12-86 with the following schedule :—

## SCHEDULE

“Whether the action of the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited Post Office Katrasgarh District Dhanbad in stopping from work the following eighteen workmen with effect from 20th September, 1975 is justified? If not to what relief are the workmen entitled?”

Sl. No.	Name	Designation
1.	Shri Dukh Ram Pasi	Coalcutter
2.	Shri Shivraj Pasi	-do-
3.	Shri Siyamber Pasi	-do-
4.	Shri Ramdulare Pasi	-do-
5.	Shri Matru Pasi	-do-
6.	Shri Kalka Pasi	-do-
7.	Shri Chandpal Pasi	-do-
8.	Shri Mohammed Kayum	-do-
9.	Shri Mohammed Affar	-do-
10.	Shri Mohammed Ahammed	-do-
11.	Shri Abdul Rajak	-do-
12.	Shri Ainul Ali	-do-
13.	Shri Saizuddin	-do-
14.	Shri Hisamuddin	-do-
15.	Shri Bara Abdul Rajak	-do-
16.	Shri Fbne Hassan	-do-
17.	Shri Noor Mohammed	-do-
18.	Shri Ramu Raut	-do-

The case of the workmen is that they were working as permanent employee at Tetulia Colliery as Coal Cutters. All of the concerned workmen were stopped work on and from 20-9-75 by the management without any notice on cause. The job of Coal Cutter is a regular job in the colliery. The concerned workmen were paid wages all along by the management and were directly working under the supervision and control of the management. The concerned workmen protested and demanded after the stoppage of their work that they be allowed to resume their work but the management turned deaf ear to their request on various lame excuse. Being dissatisfied and aggrieved with the action of the management the workmen raised an industrial dispute before the ALC(C). The management took various contradictory plea to support their action before the ALC(C). The management stated that the concerned workmen were the employees of the contractor. The management also stated that the concerned workmen were casuals and that they had brought men from other places to work on their behalf. On the above plea the management tried to justify the stoppage of the work of the concerned workmen. The ALC(C) did not succeed in conciliating the matter and thereafter sent a failure report to the Government of India and thereafter the reference was made to the Tribunal for adjudication. The action of the management in stopping the concerned workmen with effect from 20-9-75 is a clear unfair labour practice and is illegal and unjustified. The management resorted to the illegal stoppage of the work of the concerned workmen only to victimise them for their active support to the union which is fighting for the cause of the labour. On the above facts it is prayed that it may be declared that the stoppage of work of the concerned workmen was unjustified and the management be directed to reinstate the concerned workmen with full back wages and other benefits from the date of the stoppage of their work.

The case of the management is that out of the 18 workmen listed in the schedule to the order of reference the names of Sl. No. 5 Matru Pasi, Sl. No. 11 Abdul Rajak, Sl. No. 6 Kalika Pasi and Sl. No. 18 Ramu Rout are not to be found in any record of the colliery and there was no employer employee relationship between them and the management of BCCL at any time. In respect of the remaining 14 concerned workmen listed in the schedule to the order of reference, The case of the management is that they had worked in the Colliery as casual main driver intermittently during the period from January to September, 1975 as and when required. During the above period the attendance of those workmen varied from the maximum of 87 days to the minimum of 22 days. As 14 concerned workmen were employed for a temporary period and for a temporary and casual nature of job, their names were not entered in the statutory muster roll of the Colliery and they were paid wages on piece rate basis through vouchers. The employment of the concerned workmen ceased with effect from 20-9-75 as main driving operation was no longer necessary in the Colliery from that date. The concerned workmen realised the special nature of their employment and as such did not raise any claim for permanent post during the entire period of their employment in the Colliery. It was only after cessation of their work that they approached the ALC (C) in order to gain permanent employment in the Colliery. The concerned workmen had not acquired any right to permanent employment under the management of BCCL as their employment was of casual nature for a temporary period in a specific casual job. On the above facts it is submitted by the management that the management was justified in not providing the concerned workmen with any work in the Colliery with effect from 20-9-75 as no work was available for them. It is prayed that it may be held that the concerned workmen are not entitled to any relief.

The points to be decided in this case are (1) whether there was any relationship of employer and employee between the management and the concerned workmen, (2) whether the concerned workmen were working as coal cutter (Miners) or in the job of main driving and (3) whether the stoppage of the work of the concerned workmen was justified.

Originally the management had examined one witness and the workmen had examined two witnesses before the Central Government Industrial Tribunal No. 3, Dhanbad. On remand from the Hon'ble Court the management further examined

two witnesses and the workmen also examined two witnesses in support of their respective case. The documents of the workmen were marked as Ext. W-1 to W-6 before the Central Government Industrial Tribunal No. 3 and they did not produce any other document as exhibit before this Tribunal. The documents of the management were marked as Ext. M-1 series to M-3 before Central Government Industrial Tribunal No. 3, Dhanbad and these documents were received back by the management's representative and now it is said that that those documents are not traceable. Further their statement of attendance which was already on the record has been marked Ext. M-3 to M-3/2 the original of it was also marked as Ext. M-3 but the same was taken back by the management and not filed when notice was given to the management to file the exhibits taken back by them from the record of the reference.

The workmen had gone in CWJC No. 292 of 1978 before his Lordships challenging the finding of the Presiding Officer, Central Government Industrial Tribunal No. 3, Dhanbad in which it was held that the reference was invalid and incompetent because no dispute was raised before the employer prior to the raising of the dispute before the ALC (C). His Lordships in his order in C.W.J.C. No. 292 of 1978 held that the reference was not invalid and incompetent and that the finding of the Tribunal (Central Government Industrial Tribunal No. 3) in para 22 of his Award is contrary to the law and the error is apparent on the face of the record. His Lordships further held that the finding of the Tribunal is unwarranted and there was absolutely no justification for holding that no Industrial dispute was raised before the employer by the concerned workmen. As the said finding has been made by his Lordships, there is absolutely no reason now to frame issue on that point and it has to be held that the dispute in the reference was an Industrial dispute.

#### Point No. 1

The management in their written statement have stated that there was absolutely no relationship of employer and employee between the concerned workmen named in Sl. No. 5, 6, 11 and 18 of the schedule to the order of reference and that the rest of the 14 concerned workmen had worked in the Colliery as casual main drivers during the period from January to September, 1975 intermittently as and when required. Thus it will appear from the W.S. of the management that it is admitted that the 14 concerned workmen other than the 4 stated above had worked in the colliery as casual workmen. WW-2 Md. Ahmed who is one of the concerned workmen has stated that all the 18 concerned workmen were working in Tetulia Colliery as under. WW-3 Md. Kayum is also one of the concerned workman. It will appear from his evidence also that the 18 concerned workmen are working in Tetulia Colliery. Their evidence finds support from the evidence of MW-1. MW-1 has stated that the 18 concerned workmen were working in Tetulia Colliery. Towards the close of cross examination of MW-1 it is stated that he cannot say if the 18 concerned workmen were employed by the contractors or were working directly under the company. He, however, has stated that there is no specific document with the management to show that the 18 concerned workmen were working under a contractor. He has stated that they were being paid directly by the company on the vouchers. The extract of the attendance Ext. M-3 series also show that Matru Sl. No. 5, Kalka Sl. No. 6, Abdul Rajak, Sl. No. 11 had worked and their attendance is shown by the management. The name of Sl. No. 18 is, however, not mentioned in Ext. M-3 series. But the evidence of WW-3, WW-2 and WW-1 is clear enough to show that all the 18th concerned workmen were working in Tetulia Colliery and even the documents filed on behalf of the management show that Sl. No. 5, 6, and 11 had worked and their attendance was marked along with other concerned workmen. The case of the management that the concerned workmen were working under the contractor has now been given up by the management and there is also no document in support of the fact that the concerned workmen were working under the contractor and that the contractor had taken contract from the company for the main driving. In view of all the evidence discussed above I hold that all the 18 concerned workmen had worked for the management and that there was a relationship of employer and employee between the management of Tetulia Colliery and the concerned workmen.

#### Point No. 2 and 3

The case of the workmen is that the concerned workmen were working as Coal Cutter which is the regular type of work in the Colliery. The case of the management, on the other hand, is that the concerned workmen were working as main drivers during the period from January to September, 1975 as and when required and that their attendance during the said period varied from the maximum of 87 days to the minimum of 22 days. It is further the case of the management that as the concerned workmen were employed for a temporary period and for a temporary and casual nature of job of main driving their names were not entered in the statutory muster roll of the colliery and they were paid on piece rate basis through voucher. If the concerned workmen had been working as main drivers, it cannot be said that they are entitled to the permanent employment as the very nature of the job of main driving is of temporary and casual nature and as soon as the work of main driving is complete the work stops. MW-1 is the Head Clerk in Tetulia Colliery. He has stated that 18 concerned workmen were working in Tetulia Colliery as main drivers which is not a job of permanent nature and is casual in nature. He has stated that payment used to be made by vouchers which was filed in the case and marked as Ext. M-1 to M-1/19. He has stated that the regular employees of the company were paid on wage-sheets. He has also stated that Form B Register is maintained in the colliery in which the name of the permanent employees is noted. The Form B Register had originally been filed and was marked Ext. M-2 in the case but the same has not been filed after it was taken back by the management. MW-1 has stated that since September, 1975 the main driving work was stopped. MW-2 who was Asstt. Colliery Manager Second Class in Tetulia Colliery in August, 1974 to June, 1983 has stated that in the year 1975 there was some requirement for main driving and he has named some of the concerned workmen who had worked in the main driving. He has stated that they had worked casually in the main driving and the work of main driving is of casual nature and not of regular nature in the Colliery. He has also stated that the persons working in the main driving were paid through vouchers and their names were not recorded in the register. Admittedly therefore the Form B Register Ext. M-2 which was originally filed did not contain the name of the concerned workmen and it was also so observed by the Presiding Officer, Central Government Industrial Tribunal No. 3, Dhanbad in his Award. WW-2 himself has stated in his evidence that the concerned workmen were paid on vouchers. Thus there is no controversy over the mode of payment of wages to the concerned workmen and it is admitted that the wages were paid to them directly by the management on vouchers. It appears that the management had always treated the concerned workmen as casual workmen and as such their names were not mentioned in the Form B Register and they were not paid through paysheet. More important document filed by the management in this case is the extract from the attendance register. A look at the extract of the attendance of the concerned workmen in Ext. M-3 series clearly shows that the concerned workmen were not regularly employed and their attendance was intermittent during June to August, 1975. MW-1 has stated in his evidence that the extracts of Form C Register and Lamp Issue Register was prepared under his supervision which have been filed in this case and the said documents are exhibit M-3 series. The said attendance has not been challenged in the cross-examination of MW-1 as such it is clear that the concerned workmen were not regularly employed and that they were given employment intermittently on casual basis. This shows that they were not employed in the regular work of coal cutter or miner. Thus there does not appear to be evidence to show that the concerned workmen were employed in the regular job of Coal cutter/miner and that they were engaged intermittently as and when required in casual nature of job and this fact lends support to the case of the management that the concerned workmen were employed in the casual nature of job of main driving and that when the work of main driving was completed the work of the concerned workmen also ceased.

Ext. W-1 is the petition addressed to the General Manager by the 15 of the concerned workmen in which it is stated that they were working in Tetulia Colliery from 2-1-75 and

that their work was stopped. Admittedly the work was stopped from 20-9-75 as stated by WW-2. Ext. W-3 is the letter addressed by the Secretary of the Union to the ALC (C), Dhanbad by which an industrial dispute was raised. This document also shows that the concerned workmen had worked from January, 1975 to 20-9-75. In view of the discussion made above I hold that the concerned workmen were employed intermittently by the management and were paid on vouchers and all these indicate that the concerned workmen were working in main driving and not as coal cutter/miner. It also appears that they had not completed attendance of 190 days in the underground or 240 days on the surface. As the concerned workmen had worked in the casual nature of job in the main driving and they ceased to work with effect from 20-9-75 on completion of work of the main driving, no notice was required to be given to them when their work was stopped.

In view of the discussions made above I hold that the concerned workmen were employed in the casual nature of job of main driving and as such the stoppage of their work on completion of job of main driving appears to be quite justified.

In the result, I hold that the action of the management of Tetulia Colliery of M/s. BCCL in stopping the concerned 18 workmen from work with effect from 20-9-75 is justified and consequently the concerned workmen are entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-20012(13)/76-D.III(A)/IR (Coal I)/

No. L-20025(9)/85-D.III (A)]

नई दिल्ली, 4 मई, 1989

का. आ. 1206.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लिमिटेड की मूनीडीह प्रोजेक्ट के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, धनबाद के पंचाट को प्रकाशित करती है।

New Delhi, the 4th May, 1989

S.O. 1206.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Moonidih Project M/s. Bharat Coking Coal Ltd. and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 80 of 1988

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. B.C.C. Ltd.

AND

Their Workmen

the Industrial Disputes Act, 1947.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar

INDUSTRY : Coal

Dated, the 15th March, 1989

AWARD

By Order No. L-20012(13)/88-D.3, dated, the 18th July, 1989, the Central Government being of opinion that an industrial dispute existed between the employees in relation to the management of Moonidih Project under Moonidih Area of M/s. Bharat Coking Coal Ltd. and their workmen in respect of the matter specified in the schedule attached to the order, referred the dispute this Tribunal for adjudication. The schedule to the reference reads thus :

"Whether the action of the management of Moonidih Project under Moonidih Area of M/s. B.C.C. Ltd., at & P.O. Moonidih, District, Dhanbad in dismissing Shri Diwakar Mahato, Token No. 7, from service is justified ? If not, to what relief the concerned workman is entitled ?"

It appears from the terms of reference that the management of Moonidih Project under Moonidih Area of M/s. B.C.C. Ltd., Dhanbad, dismissed Diwakar Mahato, a workman of Moonidih Project from service. This led to a dispute having been raised by the sponsoring union, Bihar Colliery Kamgar Union and the appropriate Government was pleased to refer this dispute for adjudication by this Tribunal.

3. After receipt of the order of reference, this Tribunal filed 22-9-88 as the date of taking steps by the parties. On the date fixed Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union, appeared on behalf of the union, and on his verbal prayer the case was adjourned to 6-10-88 for written statement by the union. On the date fixed Shri D. Mukherjee again appeared and renewed his prayer verbally for adjournment for filing written statement by the union. In the circumstance the case was adjourned to 1-11-1988 for written statement by the union and none appeared for the management. Shri D. Mukherjee again appeared on 1-11-88, but none appeared for the management. On the prayer of Shri D. Mukherjee the case was adjourned to 18-11-88 for filing written statement by the union. But on 18-11-88 none appeared for either of the contending parties and in the circumstances, the case was adjourned to 22-12-88 for written statement by the union. On the date fixed none appears for the management, but Shri D. Mukherjee appeared and renewed his prayer for further adjournment. The case was adjourned to 11-1-89 for filing written statement by the union. Now appeared for the parties on that date. The case was adjourned to 7-2-89 when both the parties failed to appear. The case was adjourned to 13-3-1989, and on that date Shri B. Joshi submitted his letter of authority to present the management. Shri D. Mukherjee submitted that he has got no instruction in the matter.

In the circumstances, I have reason to believe that neither the union or the concerned workman is interested in proceeding with the present reference. Hence, this Tribunal has got no other alternative than to pass 'no dispute award' and I accordingly do so.

This is my award.

S. K. MITRA, Presiding Officer

[No. L-20012(13)/88-D.3(A)/IR(Coal-I)]

नई दिल्ली, 5 मई, 1989

का. आ. 1207.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लि. की गोन्डरी प्रोजेक्ट के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-1989 को प्राप्त हुआ था।

New Delhi, the 5th May, 1989

S.O. 1207.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Gondudih Colliery, M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 25-4-1989.

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Shri L. N. Sinha, Presiding Officer.

Reference No. 221 of 1986

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I.D. Act, 1947.

## PARTIES :

Employers in relation to the management of Gondudih Colliery of Messrs Bharat Coking Coal Limited and their workmen.

## APPEARANCES :

On behalf of the workmen : Shri P. N. Dubey, Secretary, R.C.M.S.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 19th April, 1989

## AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(3)/86-D.III(A), dated, the 4th July, 1986.

## SCHEDULE

"Whether the action of the management of Gondudih Colliery of Kusunda Area-VI of M/s. Bharat Coking Coal Limited, Dhanbad in superannuating from service their workman, Shri Ram Bishun Singh, Time-Keeper with effect from 18-10-1985 is justified? If not, to what relief the concerned workman is entitled?"

In this case instead of filing the W.S. both the parties appeared and filed a Joint Compromise petition. I heard them on said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an award in terms of the Joint Compromise Petition which forms part of the award as Annexure.

L. N. SINHA, Presiding Officer

[No. L-20012(3)/86-D.III(A)/IR(Coal-I)]

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of Reference No. 221/76

## PARTIES :

Employers in relation to Management of Gondudih Colliery, Kusunda Area, BCCI, Post Office Kusunda, District—Dhanbad.

## AND

Their workmen

Joint Compromise petition of the workmen and the employer.

The above mentioned employers and the workmen most respectfully beg to submit jointly as follows :—

(1) That the employers and the workmen have jointly negotiated the matter covered by the above reference with a view to arriving at a mutually acceptable and amicable and overall settlement.

(2) That as a result of such mutual negotiation the employers and the workmen have agreed to settle the matter covered by the above reference on an overall basis on the following terms and conditions :—

(a) It is agreed that the workmen/Sponsoring union including Sri Ram Bishun Singh, the workmen concerned, forgo their claim/demand as contained in the terms of reference vide Notification as incorporated in Notification No. 20012(2)/86-D.IIIA dated 4-7-86 of the Ministry of Labour.

(b) It is agreed that the employers have already provided employment to Sri Raj Kumar Singh, son of Ram Bishun Singh, the workman concerned in Clerical Gr. II with effect from 14-12-88 in view of the undertaking already reached with the Sponsoring Union/workmen concerned as indicated in Para (a) above.

(c) It is agreed that this is a overall settlement in respect of all the claims of the sponsoring union and the workman concerned Sri Ram Bishun Singh arising out of the above reference.

(d) That the employers and the workmen consider and jointly declare hereby that the aforesaid terms of settlement are fair, just and reasonable to both the parties.

In view of the above, the employers and the workmen/sponsoring Union jointly pray that the Hon'ble Tribunal may be pleased to accept this Joint Compromise petition and give an award accordingly.

And for this the employers and the workmen shall as in duty bound ever pray.

(P. N. Dubey),

Secretary,

RCMS, Gondudih Branch

for &amp; on behalf of the workmen

(Raj Kumar Singh)

S/o L/Ram Bishun Singh

(U. GHOSH)

General Manager

Kusunda Area, BCCI

for &amp; on behalf of the

employers

S. P. SINHA, Personnel Manager

Kusunda Area, BCCI

नई दिल्ली, 8 मई, 1989

का.शा. 1208 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैमर्स ईस्टर्न कोल फील्ड्स लि. को बदरना कोलियरी के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 25-4-1989 को प्राप्त हुआ था।

New Delhi, the 8th May, 1989

S.O. 1208.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Badjna Colliery, M/s. Bharat Coking Coal Ltd. and their workman, which was received by the Central Government on the 25.4.89.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

## PRESENT :

Shri I. N. Sinha, Presiding Officer

Reference No. 254 of 1986

In the matter of an Industrial dispute under Section 10(1)(d) of the I. D. Act, 1947.

## PARTIES :

Employers in relation to the management of Badjna Colliery of Messrs. Eastern Coal-fields Limited and their workmen.

## APPEARANCES :

On behalf of the workman—Shri Ram Sunder Bharty, Joint General Secretary, Dalit Mazdoor Sangh.

On behalf of the employers.—Shri R. S. Murthy, Advocate.

STATE : Bihar INDUSTRY : Coal

Dated, Dhanbad, the 19th April, 1989

## AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(84)/86-D.III(A), dated, the July, 1986.

## SCHEDULE

“Whether the action of the management of Badjna Colliery of M/s. Eastern Coal-fields Limited, P. O. Nirsha, Distt. Dhanbad in superannuating their workman, Shri Bhikhari Bhuiyan, Wagon Loader from service with effect from 20-8-1985 is justified? If not, to what relief the workman is entitled?”

The parties filed their written statement, rejoinders along with some documents. The case was fixed for evidence but the parties were not producing their witness and the case was adjourned for several dates. On 7-4-89 the Joint General Secretary of Dalit Mazdoor Sangh who had raised the

industrial dispute filed a petition before this Tribunal stating that the workmen and the union are no more interested to pursue the case. It was prayed on behalf of the workmen that a ‘No Dispute’ Award may be passed. In view of the fact that the workmen do not now propose to pursue the case a ‘No Dispute’ Award is accordingly passed.

I. N. SINHA, Presiding Officer

[No. L-20012(84)/86-D.III(A)] [IR/Coal-I]

नई दिल्ली, 1 मई, 1989

का. आ. 1209.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से मसम हितुस्तान फोटो फिल्म इन्फ्रान्चरिंग कं. लिमिटेड, मद्रास में नियुक्त नियमित कर्मचारियों को 1-5-1988 से 30-9-1991 तक को जिसमें यह दिनांक भी सम्मिलित है—अवधि के लिए छूट प्रदान करती है।

2. पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात्:—

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पञ्चमिश्रान दिवाए जायेंगे;
- (2) इस छूट के होते हुए भी कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व सन्दर्भ अभिदायों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जायेंगे;
- (4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् “उक्त अवधि” कहा गया है), ऐसी विवरणियां ऐसे पारूप में और ऐसी विनिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अन्तर्ग उस उक्त अवधि की बाबत देती थी;
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी:—
  - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विनिष्टियों को सत्यापित करने के प्रयोजनार्थ

(ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं ; या

(iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रयुक्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं ;

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

(क) प्रधान या अव्यवहित नियोजक से अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ;

(ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारों से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे, जिसे वे आवश्यक समझते हैं ; या

(ग) प्रधान या अव्यवहित नियोजक की, उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना ; या

(घ) ऐसे कारखाने स्थापन कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उसमें उद्धरण लेना ।

### स्पष्टीकरण ज्ञापन

इस मामले में छूट को भूलवशी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पर कार्यवाही करने में समय लगा था किन्तु यह प्रमाणित किया जाता है कि छूट को भूलवशी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

New Delhi, the 1st May, 1989

S.O. 1209.—In exercise of the power conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of M/s. Hindustan Photo Films Manufacturing Co. Ltd., Ambattur, Madras from the operation of the said Act for a period with effect from 1st May, 1988 upto and inclusive of the 30th September, 1991.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of—
  - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
  - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
  - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
  - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory be empowered to :—
    - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
    - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official

and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

[File No. S-38013/5/88-SS.I]

#### EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

शुद्धि पत्र

नई दिल्ली, 4 मई, 1989

का. आ. 1210—तारीख 3 दिसम्बर, 1988 के भारत के राजपत्र भाग 2 खण्ड 3, उपखण्ड (ii) में पृष्ठ 4412 पर प्रकाशित भारत सरकार श्रम मंत्रालय के तारीख 17 नवम्बर, 1988 की अधिसूचना संख्या का. आ. 3558 की दसवीं पंक्ति में "बेलेकुन्दी" के स्थान पर "बेलेकुन्दी बी. के." पढ़ें।

[सं. आ. एस-38013/37/88-ग.स.एस. I]

ए. के. भट्टराई, अवर सचिव

#### CORRIGENDUM

New Delhi, 4th May, 1989

S.O. 1210.—In the Notification of the Govt. of India in the Ministry of Labour S.O. No. 3558 dated the 17th November, 1988 published at page 4412, in the Gazette of India, Part II Section 3 Sub-section (ii) dated 3rd December, 1988, in line 22 for "Balekundli" read "Balekundri B. K."

[No. S-38013/37/88-S.S.I]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 3 मई, 1989

का. आ. 1211.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन आयल कारपोरेशन की मथुरा रिफाईनरी, मथुरा के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-4-89 को प्राप्त हुआ था।

New Delhi the 3rd May, 1989

S.O. 1211.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial disputes between the employers in relation to the management of Mathura Refinery of IOC, Mathura and their workmen, which was received by the Central Government on the 21-4-89.

#### ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
NEW DELHI

I. D. No. 80/87

In the matter of dispute between :

Shri Achal Singh,  
Employee No. 76735,  
C/o Secretary,  
Indian Oil Corporation,  
Mathura Refinery Karamchari Sangh,  
Mathura-281007.

Versus

Indian Oil Corporation Ltd.,  
Refineries and Pipelines Division,  
Mathura Refinery,  
P.O. Mathura Refinery,  
Mathura-281005.

APPEARANCES :

Shri Jog Singh—for the Union.

Shri H. S. Goyal—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-30012/9/87-D.III (B) dated 21-8-1987 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Indian Oil Corporation, Mathura Refinery, Mathura, in reducing Shri Achal Singh in rank from Operator Gr. IV to Shramik Gr. I w.e.f. 13-3-1985 is justified? If not, what relief is the workman entitled to?"

2. The workman Shri Achal Singh was appointed as Operator Grade IV vide the Order dated 25-1-83 of the Management and he joined service on 15-2-83. On 15-4-1984 the following charge sheet was served upon him :

"INDIAN OIL CORPORATION LIMITED

(Refineries and Pipelines Division)

MATHURA REFINERY

No. MRP/1/76735

Mathura

April 15, 1984.

#### CHARGE SHEET

Name—Shri Achal Singh  
Employee No.—76735  
Designation—Operator IV (P&U)  
Department—Power and Utilities  
Date of Occurrence—14th April, 1984.

It has been reported against you that on 14th April, 1984 at about 8.30 A.M. you came to the office of Shri K. Raj Kumar, Electrical Engineer, Water Block and asked him as to why he had not allowed Shri Mangay Lal, Shramik Grade-III to punch your time card (proxy punching). On being told by Shri Raj Kumar that you were in General Shift and since 14th April, 1984 was a holiday, you were not supposed to be on duty.



At this, you removed Shri Raj Kumar's spectacles and man-handled him by twisting the writ of his left hand. At this, Raj Kumar told you to contact Shri Samuel, Sr. Engineer on phone but you replied that you would not talk to anybody except Shri Raj Kumar. You again twisted the writ of Shri Raj Kumar's left hand saying, "Dekho Raj Kumar, hum tumhare sath Samuel se bhi zyada bura saluk karenge. Hame apni naukri ke parwah nabin hai, hum tumhe naukri karna sikha denge." After this you pressed Shri Raj Kumar's neck with your both hands and tried to strangle him but he was saved from further man-handling with the intervention of others who were present there.

Your above acts of man-handling and threatening an Officer on duty constitute serious misconduct and are subversive of discipline.

You are, therefore, directed to explain in writing within 48 hours of the receipt hereof as to why disciplinary action should not be taken against you.

Should you fail to submit your explanation within the time stipulated above, it will be presumed that you have no satisfactory explanation to offer and further action will be taken against you accordingly.

Sd/-

(V. N. MEDHEKAR)

Chief Power and Utilities Manager"

The explanation submitted by the workman was not found to be satisfactory and a domestic enquiry was held against him in which the charge against the workman was found to be proved Vide order dated 13-3-1985 (Ex. M-7). The workman was reduced to the rank of Sharamik Gr. I. The appeal filed by the workman against the said order was dismissed vide order dated 11-4-1985 (Ex. M-9) of the Appellate Authority and the punishment awarded was confirmed. The Indian Oil Mathura Refinery Karamchari Sangh has raised industrial dispute on behalf of the workman which ended in failure in conciliation and that is how this reference is before this Tribunal.

3. The workman has assailed the domestic enquiry held against him on the grounds that the principles of natural justice were not followed and the enquiry officer was biased and that the findings of the enquiry officer are perverse being contrary to record/evidence. He has, therefore, prayed that the impugned order of reduction of rank may be quashed and he may be promoted to operator grade IV from the date of his illegal reduction and his original seniority be restored and he may also be paid difference in the salary and allowances.

4. The Management has controverted the claim and allegations of the workman and submitted that the domestic enquiry was conducted in accordance with the principles of natural justice and established norms of law and that the workman was given full opportunity to cross-examine the witnesses produced by the Management and also to produce his defence and further that the findings of the Enquiry Officer are based on legal evidence and are not perverse. The allegations of bias were denied. The Management justified its action as illegal and valid.

5. I have gone through the entire enquiry proceeding and the evidence brought on record and I find that the enquiry has been conducted in an impartial manner and there was no violation of any principles of natural justice. The workman himself in his cross-examination as WW-1 admitted that the statements of the management witnesses were recorded in his presence and he was allowed assistance of his co-worker Sunder Singh for his defence in the enquiry proceedings. He further admitted that earlier the management witnesses were recorded and thereafter his witnesses were recorded and the statements of all the witnesses produced by him were recorded and further that the enquiry proceedings were concluded only when he stated that no more witnesses were to be produced by him in defence. He also admitted that he had received a copy of the letter regarding appointment of the enquiry officer and that the charge sheet was read over to him before the start of the enquiry and on the first date of hearing he had stated that he did not need any documents

and that as the enquiry proceeded, he will request for the relevant documents. The workman has also not been able to prove any bias on the part of the enquiry officer against him. The findings of the enquiry officer are based on legal evidence and there is no perversity. Hence the domestic enquiry is held to be fair and proper.

6. The question now arises as to whether the punishment awarded is legal and justified. Here, the Management has clearly faltered because the question of reduction of an employee to a rank lower than the post to which he was initially appointed does not arise and that is exactly what has been done in the present case. The workman had initially joined as an Operator Gr. IV and he could not have been reduced in rank to a post lower than Operator Gr. IV. Had he been promoted to a higher post and then reduced to the post of Operator Gr. IV it would have been quite valid order, but the reduction of the workman to the post of Sharamik Gr. I is clearly illegal and unwarranted. In the authority cited Nyadar Singh Versus Union of India and others and M. J. Ninama Vs. Post Master General, Gujarat, Ahmedabad, (1988) IV Supreme Court Cases 170, it has been held as under :

"Service Law—Reduction in rank—The post lower than the post which direct recruit initially holding—Held, not permissible under—Rule 11(vi) of Central Civil Services (Classification, Central and Appeal) Rules, 1965—Constitution of India, Article 311(1).

Interpretation of Statutes—Restrictive construction—Limitations can be introduced on the basis of other basic principles prevailing in that branch of law—Service Law.

Held :

The language of Rule 11(vi) of the CCS(CCA) Rules does not impose any limitation on reduction of a person initially recruited to a higher time scale, grade, service or post to a lower time scale, grade, service or post which he never held before. But the interpretative factors, relevant to the provision, impart such a limitation.

Though the idea of reduction may not be fully equivalent with 'reversion', there are certain assumption basic to service law which brings in the limitations of the letter on the former. The penalty of reduction in rank of a Government servant initially recruited to a higher time scale, grade, service or post to a lower time scale, grade service or post virtually amounts to his removal from the higher post and the substitution of his recruitment to lower post, affecting the policy of recruitment itself. There are, therefore, certain considerations of policy that might militate against such a wide meaning to be given to the power. In conceivable cases, the Government servant may not have the qualifications requisite for the post which may require and involve different, though not necessarily higher, skills and attainments. Here enter considerations of the recruitment policy. The rule must be read in consonance with the general principles and as construed the expression 'reduction' therein would not admit of a wider connotation. The power should, of course, be available to reduce a civil servant to any lower time scale grade, service or post from which he had subsequently earned his promotion. Thus an overall view of the balance of the relevant criteria indicates that it is reasonable to assume that the rule-making authority did not intend to clothe the Disciplinary Authority with the power which would produce such anomalous and unreasonable situations."

"Service Law—Reduction in rank—Found to be unsustainable—Relief to be granted by Supreme Court under Article 136—Constitution of India, Article 136.

Held :

Appellants in the two appeals have been reduced to posts lower than those to which they were initially

directly recruited. As these penalties cannot be sustained under the Law, in the normal course the penalties imposed would required to be set aside and the disciplinary authority directed to reconsider which other penalty it would now choose to impose. But it would be somewhat unfair that at this distance of time the matters are reopened. Therefore, having regard to all the circumstances of the cases, the penalty of reduction in rank imposed on the appellants was set aside and it was directed that the period of service in the reduced post be treated as services in the post held by the appellant prior to imposition of the penalty, subject to the condition, however, that the appellants shall not be entitled to any difference of salary for and during the period of reduction".

The same view has been taken in the Case Hussain Sasan Saheb Kaladgi Vs. State of Maharashtra (188) 4 SC 168; wherein it has been held as under :

"Service Law—Reversion—Direct recruit, whether temporary or permanent, cannot be reverted to a lower post—Only promotee can be reverted to the post from which he was promoted—Order of reversion of direct recruit to the post of Assistant Deputy Educational Inspector to the lower post of Primary Teacher accordingly unsustainable."

It has further been brought to notice that the workman has since been promoted to the post of Operator Gr. IV w.e.f. 19-2-1987. Thus the Management itself has again found the workman fit for promotion and he has been restored to the post of Operator Gr. IV. On the analogy of the authority. (1988) IV Supreme Court Cases 170 (Supra) it is directed that the period of service in the reduced post be treated as service in the post held by the workman prior to the imposition of the penalty, subject to the condition, however, that the workman shall not be entitled to any difference of salary for and during the period of reduction. It is further clarified that the workman shall be eligible for future promotion on the basis of continuity of service w.e.f. 15-2-183. This reference stands disposed of accordingly.

31st March, 1989.

G. S. KALRA, Presiding Officer  
[No. L-30012/9/87-D.III (B)]

का. आ. 1212.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर प्रदेश राज्य खनिज विकास निगम के प्रबन्धतंत्र में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 24-4-89 को प्राप्त हुआ था।

S.O. 1212.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Mineral Development Corporation and their workmen, which was received by the Central Government on the 24-4-1989.

## ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, KANPUR

Industrial Dispute No. 51 of 1987

In the matter of dispute between

Shri Sant Ram, C/o Damodar Upadhaya,  
General Secretary,  
Bhartiya Mazdoor Sangh,  
Dalla Cement Factory,  
Mirzapur.

AND

The Chairman cum Managing Director,  
U.P. State Mineral Development Corporation,  
Kapoor Thala Commercial Complex  
Aliganj, Lucknow.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/50/85-D. III(B) dated 1-5-87 has referred the following dispute for adjudication to this tribunal :

Whether the action of the management of U.P. State Mineral Development Corporation Lucknow in relation to their Ningha & Bhalua Mines Obra District Mirzapur in terminating the services of Shri Sant Ram son of Shri Bantoo Ram w.e.f. 14-3-83 is legal & justified? If not, to what relief the workman concerned is entitled?

2. The workman's case in brief is that he was appointed as Mazdoor on 16-2-81 and his services were terminated illegally w.e.f. 14-3-83, when persons junior to him were retained in service. There was breach of the provisions of Sections 25F, 25P and 25N of the I.D. Act, 1947.

3. The case has proceeded *ex parte* against the management. The workman has proved his case by means of his affidavit dt. 11-10-88. Hence it is held that the action of the U.P. State Mineral Development Corporation Lucknow in terminating the services of Shri Sant Ram w.e.f. 14-3-83 is neither legal nor justified.

4. The workman is, therefore, held entitled to reinstatement with continuity of service and full back wages.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-29012/50/85-D. III(B)]

का.आ. 1213.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन आयल कारपोरेशन बरोनी-कानपुर पार्सप-लार्डन के प्रबन्धतंत्र में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट का प्रकाशित करती है जो केन्द्रीय सरकार को 20-4-89 को प्राप्त हुआ था।

S.O. 1213.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Oil Corporation, Barauni Kanpur Pipeline and their workmen, which was received by the Central Government on the 20-4-89.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 20 of 1987

#### PARTIES :

Employers in relation to the management of Indian Oil Corporation Ltd. (Pipeline Division), Barauni.

#### AND

Their Workmen.

#### PRESENT :

Shri S. K. Mitra,  
Presiding Officer.

#### APPEARANCES :

For the Employers.—Shri Satish Kumar, Personnel & Administrative Manager, and Shri P. Bajpai, Dy Manager (P&A).

For the Workmen.—Shri S. N. Tiwary, Secretary, Indian Oil Pipelines Employees Association, Barauni.

STATE : Bihar

INDUSTRY : Oil

Dated, the 31st March, 1989

#### AWARD

By Order No. L-30012[11]87. D. III(B), dated, the 29th October, 1987, the Central Government in the Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Indian Oil Corporation (Barauni—Kanpur Pipeline) in not correcting the date of birth as per School Leaving Certificate of Shri Chhangur Singh, Equipment Operator Grade-IV(SG) is justified? If not, what relief is the workman entitled to?”

2. The case of the management of Indian Oil Corporation Ltd. (Barauni—Kanpur Pipelines, Barauni) as appearing from the written statement submitted, details apart, is as follows :

Sri Chhangur Singh, the concerned workman was appointed as a Driver on 21-1-64. He was transferred to Allahabad where he worked as Driver and subsequently was designated as Equipment Operator Grade-IV at Allahabad. He was working in the establishment of the management at Allahabad and received all the instruction relating to his performance of duties by his superior officer posted at Allahabad. He received his salary at Allahabad and made all his grievance relating to his condition of service also at Allahabad. In view of the above facts, the cause of action for raising an industrial dispute arose at Allahabad. The A.L.C.(C) at Patna lacked territorial jurisdiction to entertain such industrial dispute and hence the reference is bad in law. The reference is also bad on account of lack of territorial jurisdiction of this Tribunal. Furthermore, the reference is also bad in law on account of non-application of mind by the appropriate Government. By memorandum dated 15-10-87 the Ministry of Petroleum and Natural Gas informed the management that there was no justification in referring the dispute for adjudication. But the Ministry of Labour without applying its mind, referred the dispute for adjudication. Anyway, the concerned workman was offered the post of Driver on 21-1-64 at Calcutta. One of the conditions of the offer was that he would abide by the rules and regulations of the Corporation which may be in force from time to time. He accepted the offer with the aforesaid conditions. As a matter of rule every employee has to submit an Attestation Form giving his personal details including his date of birth. He declared his date of birth in the Attestation Form to be 7-1-1930 and his age on the date of appointment as 35 years. With regard to his educational qualification, he declared that he had read in Maharajganj High School from 1938 to 1945 and had passed Class VII.

The contents of the attestation form were certified to be correct by the Sub-Deputy Magistrate and Compensation Officer, Bukhtarpur, Patna on 15-6-1965. His date of birth was recorded in the service card as 7-1-1930 on the basis of age and date as declared by him. By letter dated 15-10-68 he requested the management to issue a certificate relating to his date of birth as the same was required in connection with a policy of Life Insurance Corporation. The management, on the basis of age declared by him and also on the basis of age recorded in the service card, issued the age certificate on 22-10-68 stating his date of birth to be 7-1-1930. He was also examined by the Corporation's Medical Officer on 20-3-73. The Medical Officer, on the basis of age declared by the workman before him, confirmed the age of the workman to be 43 years on 30-3-73. In 1976 he applied for the membership of Employees Welfare Co-operative Society and there also he stated his date of birth to be 7-1-1930. He did not raise any objection at any point of time in respect of his date of birth till December, 1981 although he knew very well that his date of birth as recorded in the records of the management. He never indicated during the period of about 17 years that his date of birth as recorded by the management was not correct, and he had any

document to controvert the age as recorded by the management. He is literate. He had gone through the contents of the various documents and understood the same fully. He knew that the management mentioned the date of birth as 7-1-1930. The Personnel Department of the Management, while inspecting the personal records of the employee, pointed out that certain personal details were not available in respect of the concerned workman. The management by letter dated 6-2-1981 asked him to furnish documents including copy of the relevant date of birth certificate. He did not file the same till the prescribed time i.e. 28-2-1981. He was again given a reminder on 29-4-1981 in this regard. By his letter dated 23-12-1981 he for the first time filed photo copy of the certificate obtained from the Head Master, Maharajganj High School, Maharajganj, Azamgarh in support of his date of birth to be 11-7-1936. In that letter he has also stated that he passed Class VII. The management asked him to produce the original of the photo copy which he did. The photo copy was verified with the original. But the management did not accept the School Register Transfer Certificate produced by him for the reasons of its non-disclosure about its existence during last 17½ years, production of the same after about 8 to 10 months from the date when it was demanded and certain conflicting entries in the same and also for the other reasons. He was informed that the date of birth as claimed by him could not be accepted. Then he, by his letter dated 18-2-1984, stated that when the certificate was demanded by the management in 1982 he searched his paper and found the certificate issued from the school a photostat copy of which was sent to the management. It is obvious from his certificate that he had taken a certificate from School earlier which was misplaced, but subsequently, when searched was found and a copy thereof was given to the management. But the photostat copy indicates that it was a certificate issued and signed on 29-7-1981 and hence the certificate ex-facie appearing to be not bona fide and the management was not in a position to accept the same. The certificate cannot be relied upon because the workman at the time of joining the service had stated that he passed only Class VII and left the school in 1945. His certificate shows that he was studying in Class IX and left the School on 30-6-1951. There was obvious discrepancy in the statements of the workman and the contents of the certificate. Furthermore, he also stated in his letter dated 23-12-1981 that he passed Class VII only. The certificate shows that he was promoted to Class VII on 1-9-1948 which by no stretch of imagination is possible. He did not produce any other document or any other contemporaneous evidence to prove that the date of birth recorded in the school leaving certificate was correct. He was informed that the age as recorded by the management could not be altered and his representations were applied accordingly. There was hardly any reason for him to give inaccurate date of birth while accepting appointment. Clause 24 of the certified Standing Order is binding on him and in terms of the said clause the age of the workman as recorded with the company at the time of his employment shall not be altered on any ground whatsoever. It

is submitted that if alteration is made by this Tribunal that will amount to a change in the condition of service and also amendment of relevant clause of the Certified Standing Orders. It is alleged that his claim is a stale one which deserves to be discouraged and disallowed by this Tribunal.

3. The case of the concerned workman, as appearing from the written statement submitted by the sponsoring union, Indian Oil Pipeline Employees Association, bereft of details, is as follows :

Chhangur Singh was appointed by the management of India Oil Corporation Ltd. with effect from 21-1-1964 as Driver. Subsequently he was designated as Equipment Operator Gr. IV (SG). His father admitted him in Class IV in Maharajganj High School, Maharajganj, Azamgarh on 8-7-46. In the admission form his father declared his date of birth as 11-7-1936. His date of birth in the relevant record of the school was recorded as 11-7-1936. At the time of leaving the school he did not obtain School Leaving Certificate. The management of Indian Oil Corpn. Ltd. (Pipeline) had not prescribed any qualification for the post of Driver against which he was appointed. Hence at the time of interview as well as at the time of joining the services of the Corporation he had no School Leaving Certificate in his possession. In the absence of School Leaving Certificate he did not declare his correct date of birth as mentioned in school records in the various forms either at the time of appointment or after appointment which he got filled through English knowing person. The management of Indian Oil Corporation Limited (Pipeline) directed him to undergo general medical examination before the nominated Medical Officer of the Corporation. He appeared before the Medical Officer of the Corporation on 30-3-73 for general medical examination. The Medical Officer, before examining him, directed him to sign and declare that he had not been at any time pronounced unfit for Government employment. He complied with the direction of the Medical Officer and was examined and found fit for employment by the Medical Officer. The Medical Officer forwarded his report to the management confidentially and incidentally mentioned the age of the concerned workman as 43 years in the report without any Radiological or Clinical examination. As already stated he did not obtain School Leaving Certificate from school till 1981 and as such he declared incorrect date of birth in various forms as well as before the Medical Officer. At the time of conciliation proceeding he came to know the contents of the report of the Medical Officer. On 17-5-75 the Standing Orders for the workmen of Barauni-Kanpur Pipeline, Barauni was certified by Chief Labour Commissioner (Central). As per Clause 24 of the certified Standing Orders, Matriculation School Leaving Certificate as well as Birth Certificate from competent authority is the valid proof of date of birth. The management of the Corporation did not determine his date of birth till 18/29-4-83. The management, in order to determine his date of birth, directed him, by letters dated 6-2-81 and 29-4-81, to produce copies of relevant date of birth as well as certificate supporting his educational qualification. He did not obtain his School Leaving Certificate till 29-7-81. On receipt

of letters from the management he visited the School on 29-7-81 and obtained School Leaving Certificate and forwarded photo copy of the same to the management by his letter dated 23-12-81. The Personnel and Administrative Officer of the management, by his letter dated 9-1-82 acknowledged the receipt of photo copy of School Leaving Certificate and directed him to produce the original. In compliance with the above direction he submitted his original certificate to the management. But ignoring his School Leaving Certificate the Senior Personnel & Administrative Officer, Barauni-Kanpur Pipeline, by letter dated 18/29-4-83 informed him of his date of birth as per record to be 7-1-30. On receipt of the said letter he made a representation dated 18-2-84 protesting against the illegal decision of the management and requested for re-consideration of the matter. The management, by letter dated 19-10-84 directed him to produce original School Leaving Certificate and he complied with the above direction. The management verified his date of birth from the School by deputing Sri N. P. Singh, Senior Personnel & Administrative Officer. But the management did not accept the report of Sri Singh and appointed a team of officers consisting of Sri Satpathy Personnel & Administrative Officer and Sri K. K. Jha, Mughalsarai Pipeline Station for making a detailed enquiry regarding his date of birth. The team of officers visited Maharajganj High School, Maharajganj, Aamgaon, alongwith a representative of local Education Department office and verified the records of the school and confirmed the School Leaving Certificate to be genuine. But in spite of the above circumstances the management did not correct his date of birth. As per Clause 24 of the certified Standing Orders School Leaving Certificate is the valid proof of age. The officers of the management have reported that the date of birth as per School Leaving Certificate i.e. 11-7-1936 is correct. They have also reported that the School Leaving Certificate submitted by him is genuine. It has been submitted that the concerned workman filled in the Attestation Form without any document in his possession. The medical report dated 30-3-73 is purely incidental observation based on guess-work, and no Radiological and Clinical test was done. In the circumstances the union has prayed that the date of birth of the concerned workman as recorded in his School Leaving Certificate should be accepted and the date of birth as recorded in the records of the management be corrected.

4. In rejoinder to the written statement of the sponsoring union, the management has asserted that the sponsoring Association is not competent to make statement with regard to the admission of the concerned workman by his father to Maharajganj High School and also the declaration of date of birth there by his father. The concerned workman declared his date of birth to be 7-1-1930 in the Attestation Form and there was no reason for him to declare his incorrect date of birth and also to declare the incorrect year of leaving the school in the Attestation Form. The Medical Officer accepted the age as declared by the concerned workman and having found the same to be correct from medical point of view, he stated the age as 43 years which also agreed with the date of birth declared by him in the Attestation Form. It

has been alleged that the Association has deliberately and conveniently omitted to refer sub-clause 'C' of Clause 24 of certified Standing Orders which reads as follows :

"The age of a workman as recorded with the Company at the time of employment shall not thereafter be altered on any ground whatsoever."

Since the concerned workman could not produce any documentary evidence in support of his age, the determination of his age by Medical Officer as Clause 24(b) was quite justified and binding on the parties. The date of birth of the concerned workman was to determine and accepted as early as on 15-6-65 when he filled in the Attestation Form and also on 30-3-73 when he himself declared his age before the Medical Officer in conformity with what he had declared earlier. It is incorrect to say that the management by its letter dated 29-4-81 called for documents with a view to determine the date of birth. Since document relating to his birth certificate, apart from other documents, was not found in his Personal File, he was asked to file attested copy of such document. The certificate obtained by him ex-facie appears to be not genuine. It has been asserted by the management that any report submitted by an Officer is neither binding nor obligatory on its part to accept it. The final decision rests with the management.

5. In rejoinder to the written statement of the management, the sponsoring Association has asserted that this Tribunal has jurisdiction to adjudicate the present controversy since the dispute arose at Barauni within the territorial jurisdiction of this Tribunal. The Ministry of Labour, after being satisfied that a valid industrial dispute exists regarding correction of date of birth of the concerned workman, made the present reference. The father of the workman had got his son, the concerned workman, admitted in Class IV of Maharajganj High School in 1946, and he declared the date of birth of his son as 11-7-1936 at the time of admission of his son in the said school. The concerned workman passed middle examination from the said School and continued his study in the said school and ultimately left the school on 30-6-1951. At the time of leaving the school he did not obtain School Leaving Certificate. He got the Attestation Form filled in through English knowing person on guess work and the mistake in the date of birth, date of admission as well as the date of leaving the school which appear in the Attestation Form was detected by him when he went to the said school to obtain the School Leaving Certificate as per direction of the management. The management did not accept the entries regarding the date of birth made in the Attestation Form to be correct and asked him to produce copy of relevant birth certificate and certificate supporting educational qualification by letter dated 6-2-1981 and 24-9-81. The management asked him to produce documentary evidence in support of his date of birth in 1981 after a lapse of 16 years. The management asked him to

produce original School Leaving Certificate immediately by its letter dated 19-10-84 failing which the date of birth as already admitted would prevail. He submitted the original certificate immediately thereafter. The management constituted an enquiry and deputed their own officer Sri N. P. Singh to verify the school record and submit report which he did stating that the date of birth of the concerned workman as per school record is 11-7-1936. The management did not accept his report and appointed a team of officers consisting of Sri K. K. Jha and Sri B. P. Satpathy to enquire about the date of birth of the concerned workman from the School. Both the above officers verified the record and found that the transfer certificate submitted by the concerned workman tallied with the School Register produced by the Principal. In the circumstances the Association has asserted that the date of birth of the concerned workman as recorded in the transfer certificate of the school should be accepted.

6. The management has examined only two witnesses, namely, M.W.1 Sri S. K. Ganguly, one of the officers of the Corporation and M.W.2 Sri Amar Singh, Asstt. Govt. Examiner of Questioned Documents and laid in evidence a sheaf of documents which has been marked Exts. W-1 to M-24. On the other hand, the sponsoring Association has examined two witnesses, namely W.W.1 Banke Singh, Head Clerk of Maharajganj School, Ajamgarh and W.W.2 Chhangur Singh, the concerned workman and laid in evidence a mass of documents which has been marked Ext. W-1 to W-12/1.

7. At the outset, I should like to decide some legal points raised by the management in the written statement questioning the maintainability of the present reference.

The management has contended that since Asstt. Labour Commissioner (Control), Patna has no territorial jurisdiction over the place of posting of the concerned workman at Allahabad he was not competent to make conciliation over the dispute. Sri Satish Kumar, authorised representative of the management has not pressed this point at the time of his argument. Even so, it must be stated here that the management should have taken the issue elsewhere for its determination had it considered that the Asstt. Labour Commissioner (C), Patna has ever-reached himself by having made conciliation over the dispute.

The management has further urged in its written statement that the appropriate Government was not justified in referring the present dispute for adjudication. Sri Kumar has not pressed this point at the time of his argument. Nevertheless, the question whether the appropriate Government is justified in referring the dispute for adjudication or not is the matter which could have been taken by the management before other appropriate forum. That being so, the objection as raised by the management must be over-ruled.

The objection as to the territorial jurisdiction of this Tribunal over the dispute has not been

pressed at the time of argument. Sri Kumar has candidly admitted that this Tribunal is competent to adjudicate upon the present dispute.

8. Undisputedly, Sri Chhangur Singh, the concerned workman was appointed by the management of India Oil Corporation Ltd. as Driver with effect from 21-1-1964 and that subsequently he was re-designated as Equipment Operator Grade-IV. It is also undeniable position that he was posted at Allahabad in Barauni Kanpur Pipeline with Headquarters at Barauni at the time when the present dispute arose. Photo copy of the letter of acceptance dated 20-1-64 of the offer of employment by the concerned workman (Ext. M-3), Photo copy of the Office Order dated 22-1-64 (Ext. M-1) and the photo copy of the joining report dated 21-1-64 by the concerned workman (Ext. M-4) also buttress the position that the concerned workman was appointed by the management of Indian Oil Corporation Ltd. as Driver with effect from 21-1-64. The photo copy of the Office Order dated 21-1-64 and photo copy of letter of acceptance of the officer of employment dated 20-1-64 by the concerned workman envisage that he undertook to abide by the rules and regulations of the company which might be amended from time to time.

It appears that the concerned workman submitted Attestation Form dated 14-5-64 (Ext. M12) as required by the management and there he declared his date of birth to be 7-1-1930. In the written statement the Association has stated that he got this Attestation Form filled through English known person and since he was not in possession of School Leaving Certificate at that time he did not declare his correct date of birth. But at the time of hearing the concerned workman tried to embellish the matter by stating that the Attestation Form was filled in by some members of the staff in the office of the Corporation and that he simply signed the form and that some other forms were also filled in by some members of the staff working in the office of the Corporation in which he simply subscribed his signature. But upon a perusal of the Attestation Form it is evident that the matter was not as simple as he would have me believe, for various other particulars found place therein could not have been filled in by a stranger unless the necessary information was provided by him. Besides, his case in the written statement is not that he simply signed Attestation and other forms, but since he was not in possession of School Leaving Certificate he could not submit his actual date of birth. Hence, the embellishment made by him at the time of hearing is nothing but a subterfuge adopted by him to lead upon sustenance to his case. Hence the fact remains that he submitted Attestation Form with his full knowledge and there he declared his exact date of birth to be 7-1-1930. This Attestation Form was certified by Sub-Deputy Magistrate and Compensation Officer, Bukhtiarpur, Patna on 15-6-65.

It appears that his service record card was prepared by the management and there his date of

birth is recorded as 7-1-30 (Ext. M-21). He requested the management to issue him a certificate in proof of his age from his service record on 15-10-68 (Ext. M-5). The management certified his date of birth to be 7-1-1930 by a certificate dated 22-10-68 (Ext. M-6).

Although he was required to undergo medical certificate to determination his fitness, the management could send him for medical examination as late as on 30-3-73. The Medical Officer found him physically fit and before Medical Officer he declared his age to be 43 years on 30-3-73 (Ext. M-7). This statement of his with regard to his age agrees with the age declared by him in the Attestation Form.

9. His application for enrolment as membership of Employees Welfare Co-operative Society Limited dated 6-7-76 (Ext. M-8) establishes that he declared his date of birth there as per record. It is a clinch that all these evidence unmistakably establish the position that the concerned workman declared his age before the management to be 7-1-30.

10. The management by letter dated 6-2-81 called upon him to produce (i) copy of relevant date of birth certificate, (ii) certificate supporting his educational qualification, (iii) P.F. nomination form, (iv) gratuity declaration, and (v) family members declaration by 28-2-81 (Ext. W-17 & W-1). There is no evidence that he complied with the direction of the management. Again the management called upon him to produce all documents referred to above immediately by its letter dated 29-4-81 (Ext. W-2). He seems to have slept over the matter, but ultimately obtained the Scholar's Register and transfer certificate from Maharajganj High School, Azamgarh on 29-7-81. By letter dated 23-12-81 (Ext. M-12) he, in reference to the letter of the management dated 10-12-81 produced photo copy of the certificate obtained from the Head Master, Maharajganj High School. This letter of the management dated 10-12-81 has not been produced by either of the parties. However, by certificate he meant Scholar's Register and Transfer Certificate (Ext. W-10). The management by letter dated 9-1-82 (Ext. W-3-Ext. M-11) directed him to produce the original certificate for verification. It appears that he submitted the original certificate for verification of the management. But the management remained relentless and informed him by letter dated 18/29-4-83 that his date of birth as per record was 7-1-1930 and remained so for the purpose of superannuation (Ext. M-13). It appears from the letter of the management that they received a letter from him dated 31-5-83 regarding correction of his date of birth. But the management stuck to their earlier position and reiterated that the date of birth declared by him i.e. 7-1-1930 was accepted for the purpose of superannuation (Ext. M-14). Thereupon he submitted a representation dated 18-2-84 (Ext. M-15) requesting the management for correction of his age as per School Leaving Certificate. The management directed him by letter dated 19-10-84 (Ext. W-5) to submit original School Leaving Certificate immediately failing which his date of birth as already

admitted would stand. It appears from the letter of the management addressed to him dated 25-4-86 that he in the meantime submitted representations on 23-8-85, 24-12-85 and 1-4-86 with regard to his date of birth. The management informed him by the aforesaid letter (Ext. M-16) that in view of his having submitted Attestation Form disclosing the date of birth and the certificate issued to him on his request in proof of his age, the matter relating to his date of birth was rightly admitted as 7-1-30 and there was no ground to admit any change particularly in view of the provisions of Clause 24(c) of the certified Standing Orders of the Corporation.

11. It appears that the management instituted an enquiry in Maharajganj High School, Azamgarh through agency of Sri N. P. Singh, Senior Personnel and Administrative Officer of the Corporation, Barauni-Kanpur Pipeline and Sri Singh was of the opinion that the certificate submitted by the concerned workman was genuine. Then again the management verified the matter by its two officers S/Shri K. K. Jha and A. K. Sethpathy who also confirmed that true copy of transfer certificate was produced by the concerned workman. All these enquiries appear to have been held between April and June, 1986. It appears that the management did not accept the report of its officers and held first to the position that the date of birth of the concerned workman as recorded in the records of the management i.e. 7-1-30 was correct.

12. Sri S. N. Tiwary, authorised representative of the Association, has assailed the contention of the management and submitted that the management was not justified in not correcting the age of the concerned workman with reference to his School Leaving Certificate. Sri Satish Kumar, authorised representative of the management, has asserted that the management has not rightly accepted the date of birth of the concerned workman as appearing in the transfer certificate issued by the School. He has pointed out that there exists some lacuna in the transfer certificate issued by the School with regard to the facts appearing therein and the facts declared by the concerned workman in Attestation Form. Firstly, he has pointed out that in the Attestation Form the concerned workman has declared that he passed Class VII Standard and that he joined the school in 1938 and left in 1945 (Ext. M-2). But the transfer certificate (Ext. W-10) indicates that he was admitted in school on 8-7-46 and left the school on 30-6-51 and promoted to Class IX. The position is really so and this I state with reference to the Attestation Form (Ext. M-2) and transfer certificate (Ext. W-10).

Even as late as on 23-12-81 the concerned workman disclosed by his letter of even date to the management that he read upto Class VII in Maharajganj High School (Ext. M-12) when he was already in possession a copy of transfer certificate. Sri Kumar has further pointed out from the transfer certificate (Ext. W-10) that on 14-5-48 the concerned workman was a student of Class VI while on 1-9-48 he was a student of Class VII i.e. within a course of less than four months. WW-1 Banke Singh is the Head Clerk in Maharajganj High School. He has



asserted that the concerned workman was promoted in terms of Rule 120 of Education Code of Uttar Pradesh, 1958 and that he got this promotion by dint of his merit. But there is no corresponding entry in the transfer certificate showing that the concerned workman was promoted by dint of his merit. As a matter of fact nothing has been mentioned with regard to his conduct and work when he was a student of Class VI of the School. This being so, I am constrained to hold that there is substance in the contention of Sri Kumar which cannot be ignored. At the time of hearing the original transfer certificate (Ext. W-10) and original application form for admission (Ext. W-9) were produced by the Association in support of the case of the concerned workman. At the instance of the management these two documents were sent to the Director, Central Forensic Science Laboratory, Calcutta for examination and opinion of the Expert on the following points :

- (i) To determine the age of two documents marked Ext. W-9 and W-10 by examining the papers used in preparing these documents;
- (ii) To ascertain whether the ink employed in making entries in the other columns of Ext. W-9 and the ink employed in writing the date of birth as 11-7-36 are the same or not and are having the same age or not;
- (iii) Whether the entries made in the same document i.e. (Ext. W-9) have been made by the same person or not;

The Expert was also directed to determine the age of the ink employed in making entries in Ext. W-10 and to give his opinion as to whether these two documents Exts W-9 and W-10 are contemporaneous or not.

The Expert, Sri Amar Singh, Asstt. Govt. Examiner of Questioned Documents gave his opinion which was forwarded by Sri Santokh Singh, Govt. Examiner of Questioned Documents. The report of the Expert dated 25-11-88 (Ext. W-22) is as follows :

"In the document marked Ext. W-9 several anachronistic features are present which indicate careful tampering with the document. These features are briefly described below —

- (i) The whole Col. for 'Scholar's date of birth' appears to have been carefully pasted over the original column. This careful pasting of the paper is clearly manifested in the drawing of the border line with ink as a substitute for the black printed line dividing the various columns in the application form.
- (ii) Examination of Col. for 'Scholar's date of birth' through transmitted light reveals that the original printed matter below the pasted slip is visible and that do not tally with the existing printed matter over the pasted slip. However, the original writings against the original Col. could not be deciphered.

(iii) The existing printed matter on the pasted slip representing the Col. 'Scholar's date of birth' do not tally when compared with the rest of the printed matter present on the document Ext. W-9.

(iv) The tint and lustre of the ink in the Col. for 'Scholar's date of birth' is different vis-a-vis the rest of the writings in the application.

(v) The writings in the Col. for 'Scholar's date of birth' were subsequently written as they show different writing characteristics vis-a-vis the rest of the writing in the document marked Ext. W-9.

(vi) The entry of age in the Col. for 'Scholar's date of birth' has been written in Urdu which is anomalous.

The obvious eddity so present in the subsequent writing of the date of birth by careful pasting of the paper over the original column; therefore, indicate the tampering with the document which betrays the manipulation in the original date of birth in the document marked Ext. W-9.

The document marked Ext. W-10 appears to have been written by more than one person and the tint and lustre of the ink of various entries are different interse. However, it is not possible to determine the relative or absolute age of the Transfer Certificate Form marked W-10."

In his testimony before this Tribunal Sri Singh appearing as MW-2 has stated that during examination and observation of Ext. W-9 (Application Form for admission—which incidentally is the basis of entry of date of birth as appearing in Ext. W-10) it was found that obvious eddity so present in the subsequent writing of the date of birth by careful pasting of the paper over the column indicates tampering of document which betrays manipulation in the original date of birth in the document (Ext. W-9). He has further stated that it was not possible to state precisely the relative age of the two documents Exts. W-9 and W-10 and that point No. (b) of the reference has been answered in para 2 and sub-para (iv) of his report. In answer to point No. (c) of the point of enquiry he has stated that he has traversed this point in para 2 sub-para (v) of the report, and the writing in the Col. for Scholar's date of birth was subsequently written as they show different writing characteristics on the same document.

13. Thus, the report of the Expert unmistakably establishes the position that the Application Form (Ext. W-9) which is the basis and preparation of document (Ext. W-10) with regard to the date of birth of the concerned workman is not a genuine one. The terms of reference in the present case is circumscribed within a narrow campus—whether the action of the management of Indian Oil Corporation Ltd. in not correcting the date of birth as per School Leaving Certificate of the concerned workman is justified



or not. I have already pointed out that the Transfer certificate, if it can be called School Leaving Certificate is replete with statement of facts which are at variance with those declared by the concerned workman in the Attestation Form and other forms and letters. That apart, the foundation of this document—Transfer Certificate (Ext. W-10) is violently shaken and foundered when the Expert has found its foundation i.e. the Application Form to be not genuine one.

14. In the circumstances, I come to the inescapable conclusion that the management of Indian Oil Corporation is justified in not correcting the date of birth of the concerned workman as per the Transfer Certificate produced by him.

15. Sri Satish Kumar has submitted that with reference to Clause 24(c) of the certified Standing Orders the date of birth once recorded cannot be changed, but this argument of his is pointless in view of the fact that the management decided to re-consider the matter of the date of birth as recorded in the Transfer Certificate of the concerned workman. Sri S. K. Ganguly, an officer of the Indian Oil Corpn. figuring as MW-1 has stated that the management committed to re-consider the case of the concerned workman with regard to his date of birth provided he submitted his original School Leaving Certificate. This being as, the position boils down to this is that the management re-considered the matter of correction of date of birth of the concerned workman as per the Transfer Certificate produced by him, but did not correct his age for reasons stated hereinabove.

16. Accordingly, the following award is rendered—The action of the management of Indian Oil Corporation Limited (Barauni-Kanpur Pipeline) in not correcting the date of birth as per School Leaving Certificate (Transfer Certificate) of Chhangur Singh, Equipment Operator Grade-IV (SG) is justified.

In the circumstances of the case, I award no cost.

No. L-30012/11/87-D.III(B)

S. K. MITRA, Presiding Officer

का.आ. 1214 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार उत्तर प्रदेश राज्य खनिज विकास निगम के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-89 को प्राप्त हुआ था।

S.O. 1214.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Mineral Development Corporation 1202 G/89—6.

and their workmen, which was received by the Central Government on the 24-4-1989.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 57 of 1987

In the matter of dispute :

BETWEEN

Shri Mahatim Singh Yadav,  
C/o. Sh. Damodar Upadhyaya,

General Secretary,  
Bhartiya Mazdoor Sangh,  
Dalla Cement Factory,  
Mirzapur, U.P.

AND

The Chairman-cum-Managing Director,  
U.P. State Mineral Development Corporation,

Kapoor Thala Commercial Complex,  
Aliganj, Lucknow.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/42/85-D.III(B) dated 5-6-1987 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of U.P. State Mineral Development Corporation, Lucknow in relation to their Mines at Billi-Obra, Distt. Mirzapur in terminating the services of Shri Mahatim Singh Yadava, Mazdoor w.e.f. 31-3-1983 is justified? If not, to what relief the workman concerned is entitled?

2. The workman's case in brief is that he was appointed as Mazdoor on 30-1-1981 and his services were terminated illegally w.e.f. 1-3-1983, when persons junior to him were retained in service. There was breach of the provisions of Section 25F, 25P and 25N of the I.D. Act, 1947.

3. The case has proceeded *ex parte* against the management. The workman has proved his case by means of his affidavit dated 11-10-1988. Hence it is held that the action of the U.P. State Mineral Development Corporation, Lucknow in terminating the services of Shri Mahatim Singh Yadava, w.e.f. 1-3-1983 is neither legal nor justified.

4. The workman is, therefore, held entitled to reinstatement with continuity of service and full back wages.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-29012/42/85-D.III(B)]

का.आ. 1215—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर प्रदेश राज्य खनिज विकास निगम के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मकारों के बीच, [अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-89 को प्राप्त हुआ था।

S.O. 1215.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Mineral Development Corporation and their workmen, which was received by the Central Government on the 24-4-1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 67 of 1987

In the matter of dispute :

#### BETWEEN

Shri Ram Nandan,  
S/o. Shri Hari Sahai,  
C/o. Shri Damodar Upadhyaya,  
General Secretary,  
Bhartiya Mazdoor Sangh,  
Dala Cement Factory,  
Mirzapur, U.P.

#### AND

The Chairman-cum-Managing Director,  
U.P. State Mineral Development Corporation,

Kapoorthala Commercial Complex,  
Aliganj, Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/49/85-D.III(B) dated 19-6-1987 has referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management U.P. State Mineral Development Corporation, Lucknow in relation to their Ningha & Bhalua Mines at Billi Obra, Distt. Mirzapur in terminating the services of Shri Ram Nandan, S/o. Shri Hari Sahai w.e.f. 24-1-83 is legal & justified? If not, to what relief the workman concerned is entitled?

2. The workman's case in brief is that he was appointed as Mazdoor on 1-1-1982 and his services were terminated illegally w.e.f. 24-1-1983, when persons junior to him were retained in service. There was breach of the provisions of Section 25F, 25P and 25N of the I.D. Act, 1947.

3. The case has proceeded *ex parte* against the management. The workman has proved his case by means of his affidavit dated 11-10-1988. Hence it is held that the action of the U.P. State Mineral Development Corporation, Lucknow in terminating the services of Shri Ram Nandan w.e.f. 24-1-83, is neither legal nor justified.

4. The workman is, therefore, held entitled to reinstatement with continuity of service and full back wages.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.

[No. L-29012/49/85-D.III(B)]

नई दिल्ली, 5 मई, 1989

का.आ. 1216—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टैंडर्ड मर्केन्टाइल कम्पनी, पटना के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, धनबाद के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-89 को प्राप्त हुआ था।

New Delhi, the 5th May, 1989

S.O. 1216.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Standard Mercantile Co., Patna and their workmen, which was received by the Central Government on the 25-4-1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 90 of 1987

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Standard Mercantile Co. Kankerbagh Road, Patna and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri Fulchand Mandal, the concerned workman himself.

On behalf of the employers.—Shri Narain Prasad, Partner.

STATE : Bihar

INDUSTRY : Mine

Dated, Dhanbad, the 19th April, 1989

### AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication their Order No. L-29012/55/86-D.III(B) dated, the 6th February, 1987.

### THE SCHEDULE

"Whether the action of M/s. Standard Mercantile Company Owners of Raibazar China Clay Mines at Rajmahal in dismissing Shri Fulchand Mandal designated as Mines Manager w.e.f. 5-1-1986 and in depriving him from the statutory terminal dues is justified and legal? If not, to what relief the workman is entitled to?"

In this case both the parties appeared and filed their respective W.S. documents etc. Thereafter the case proceeded along its course. Subsequently both the parties appeared and filed a petition of compromise. I heard them on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the petition of compromise which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer.

[No. L-29012/55/86-D.III(B)]

### ANNEXURE

Before the Presiding Officer,  
Industrial Tribunal No. 2,  
Central Government,  
Dhanbad.

Ref. 90/87

Sri Fulchand Mandal.—Complainant.

Versus

M/s. Standard Mercantile Company, Rajmahal.—Respondent.

The humble petition of compromise on behalf of both the parties.

Most respectfully sheweth :—

1. That through the intervention of the well-wishers of the parties, the parties to this case have compromised the matter outside the Court.

2. That the claimant has agreed to receive a sum of Rs. 17,000/- (Rupees seventeen thousand) only in full satisfaction of his claim against the Opposite Party and hence the employer firm have agreed to make the payment of the said amount in order to avoid litigation without prejudice to the case of the employer.

3. That in terms of agreement arrived at in between the parties the employer firm (opposite party) has made a payment of Rs. 17,000/- (Rupees seventeen thousand) only through a Demand Draft of Rs. 17,000/- (Rupees seventeen thousand) issued from State Bank of India, Bokaro bearing No. OL/A/42-206523 dated 5-4-1989 favouring Fulchand Mandal (claimant) payable at State Bank of India, Rajmahal.

4. That the claimant avers that the aforesaid payment of Rs. 17,000/- is most reasonable in the facts and circumstances of the case and is satisfied with the payment and accordingly waives all his claims against the opposite party.

5. That in the interest of justice it is just and proper that the case may be disposed of in terms of this compromise and the compromise be recorded.

It is, therefore, prayed that your honour may be pleased to dispose of the case accordingly and such order or orders may be passed as may be deemed fit and proper.

And for this the parties shall ever pray.

Sd/-

Sd/-

Opposite Party

Complainant

PARTNER

Sd/-

Sd/-

Advocate

Advocate

का.आ. 1217:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट, बम्बई के प्रबन्धतंत्र से सम्बद्ध [नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-89 को प्राप्त हुआ था।

New Delhi, the 5th May, 1989

S.O. 1217.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 24-4-89.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2 : BOMBAY

PRESENT :

Shri P.D. Apshankar, Presiding Officer.

Reference No. CGIT-2/54 of 1987

PARTIES :

Employers in relation to the management of  
Bombay Port Trust, Bombay

and

their workman.

APPEARANCES :

For the Employers.—Shri K.M. Vakil Chief  
Law Officer & Advocate.

For the workman.—Shri P.R. Krishnan Secre-  
tary, Centre of Indian Trade Unions.

INDUSTRY : Ports and Docks.

STATE : Maharashtra.

Bombay, the 31st March, 1989

## AWARD

The Central Government by their Order No. L-31012/3/79-D.IV(A) dated 14-10-1987 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

Is the action of the management of Bombay Port Trust in dismissing Shri Sudhir Sajjan Hate, L.R. Assistant, w.e.f. 1-6-1975 justified? If not, to what relief the workman is entitled?

2. The case of the workman Shri S. S. Mate, as disclosed from the statement of claim (2/W), in short, is thus :—

He was appointed as a Manual-cum-Peon by the Bombay Port Trust in June 1962 and was promoted in July, 1972 as an Assistant Office Porivala, and thereafter as a Porivala. At the time of his dismissal in June 1975 he had completed 13 years of unblemished service. From May 1972 to May 1973 he was required to take leave on medical grounds as he himself was ill or his old mother aged about 70 years was ill, and there was nobody else in his family to look after her. He used to produce the necessary medical certificate to the management regarding his absence on resuming his duty. Whenever possible he used to inform the management in advance about his would-be absence. There was leave to his credit. By Memorandum dated 9-7-1973 issued by the management it was alleged that he used to remain habitually absent,

and that he had remained absent unauthorisedly on some occasions. With the second Memo., dated 27-8-1973 allegations of insubordination and non-submission of the explanation to the Office Memo. were made against him. It was alleged that on 4-5-1973 when he was allowed to resume duty after his unauthorised absence, he was instructed to report for duty at the Control Station as Ballard Pier for night duty, but he reported for duty on that day at the Head Office and he was then asked to speak on telephone to the Harbour Master and the workman refused to talk. For this act, the workman was asked to submit his explanation but he could not give his explanation. The workman further alleged in the statement of claim that the charges levelled against him were vague and did not mention the provisions of service rules under which they were issued. He was also not informed about the minimum and maximum punishment provided by the rules for the alleged offences committed by him as per the chargesheet. Out of his total absence of 93 days in question, for 86 days he was absent because of his illness or that of his mother. As regards the remaining seven days, casual leave of seven days was then to his credit.

3. The workman further alleged that the Enquiry Officer submitted his report on 25-3-1975 and held him guilty of both the said charges. The Deputy Conservator issued him a show-cause notice dated 29-3-1975 asking him as to why he should not be dismissed from service. However, the workman was not furnished with the report and findings of the Enquiry Officer. Hence he could not submit his reply to the said show cause notice. In fact the management had pre-decided to dismiss him from service and the enquiry held was an empty formality. Against the dismissal order passed against him, the workman filed an appeal to the Chairman of the B.P.T. However, the Dy. Chairman Shri K. K. Uppal dismissed his appeal on the ground that it was time barred, on 2-7-1977. In fact the Appeal ought to have been decided by the Chairman himself, and hence the decision of the Dy. Chairman in the matter is invalid and illegal. Thereafter the workman raised an industrial dispute and conciliation proceedings were held, which ended in failure. However, the Government did not make any reference to the Tribunal for adjudication. Hence the workman filed a Writ Petition in the High Court of Bombay. Thereafter the Government made the reference as above.

4. The workman further alleged that in holding the enquiry against him, the principles of natural justice were not followed. No witness for the management was examined, and as such there was no opportunity to cross-examine the witnesses for the management. The second charge (Memo.) was based on a complaint of the Master Sajrang Shri Edroos dated 4-5-1973. However, no copy of that complaint was supplied to the workman. The Enquiry Officer held him guilty of the charge of remaining

absent unauthorisedly without going through his past leave record. His findings are perverse. As regards the second charge, Master Sajrang had asked the workman to report at the Control Station, but the workman did not know whether Master Sajrang was authorised to direct him to different posting. Hence he requested him to give written instructions, instead of oral. Thus, there was only an oral request to Master Sajrang, and he had not argued with him. The workman lastly urged that before passing the dismissal order against him, his unblemished past record was not taken into consideration, and hence the dismissal order is illegal and unjustified. It is disproportionate to the charges levelled against him. The workman, therefore, prayed for setting aside the order of dismissal and for reinstatement in service with full back wages.

5. The Secretary, Bombay Port Trust by his written statement (Ex. 3/M) resisted the claim of the workman and in substance contended thus :—

The workman Shri Hate habitually remained absent unauthorisedly without obtaining prior sanction and did not inform in advance about his probable absence. The chargesheets (memos) dated 9-7-1973 and 27-8-1973 issued against the workman contained particulars of leave and the misconduct of wilful insubordination and it was duly proved in the domestic enquiry held against him. The Deputy Conservator had issued a show cause notice dated 29-3-1975 asking him as to why he should not be dismissed from service. A copy of the Enquiry Officer's report was also enclosed along with the show cause notice. The workman did not, however, submit his reply to that show cause notice, even though sufficient time was given to file his say in the matter. As such, he was dismissed from service with effect from 1-6-1975.

6. The Secretary of the Bombay Port Trust further stated in his written statement that the management had filed an application to this Tribunal for approval of the dismissal order, and this Tribunal by its judgment dated 18-2-1977 had approved the action of dismissal of the said workman. The appeal of the workman was rejected by the Chairman and not by the Deputy Chairman of the B.P.T. Shri K.K. Uppal, the then Deputy Chairman, was appointed by the Central Government under Section 3(1)(a) of the Major Port Trusts Act, 1963 to officiate as Chairman with effect from 11-6-1977 to 18-7-1977, and the then Chairman had dismissed the workman's appeal. The Enquiry held against the workman was held properly. The order of dismissal passed against the workman is quite just and proper, and hence the prayer of the said workman be rejected.

7. On the above pleadings, the Issues framed at Ex. 5 are :—

(1) While conducting the inquiry against the workman Shri Sudhir Sajjan Hate, whether

the rules of natural justice were not followed ?

(2) Whether the order of dismissal of the workman is bad in law, as he was not supplied with a copy of the inquiry report of the inquiry officer, when the show cause notice about the proposed dismissal was served upon him ?

(3) Whether the Deputy Chairman of the management of the B.P.T., instead of Chairman himself, was competent to hear and dismiss the appeal filed by the workman against the said dismissal order ? If not, whether that order of dismissal of the appeal is illegal and bad in law ?

(4) Whether the findings of the Inquiry Officer are perverse ?

(5) Whether the action of the management of Bombay Port Trust in dismissing Shri Sudhir Sajjan Hate, L. R. Assistant, w.e.f. 1-6-1975 justified ?

(6) If not, to what relief the workman is entitled ?

(7) What Award ?

8. My findings on the above said Issues are :—

(1) Rules of natural justice were followed.

(2) No, the copy was supplied.

(3) The order of dismissal of the appeal is not illegal and bad in law.

(4) No

(5) No

(6) As per the Award below.

(7) As per below.

## REASONS

Issue Nos. 1 to 4

9. One more Reference being No. CGIT-2/3 of 1974 was pending before my predecessor. It was between the management of the Bombay Port Trust and its workman. The present workman Shri Hate was one of the employees of the Bombay Port Trust. Pending that reference, the management of the Bombay Port Trust dismissed the workman Shri Hate, and filed an application under Section 33(2)(b) of the Industrial Disputes Act seeking the approval to the dismissal order. Under Section 33(2)(b) of the Act, during the pendency of any industrial dispute, the employer may discharge or dismiss a workman for any misconduct not connected with the dispute, but he has to make an application to the authority concerned before which the said dispute is pending, for the approval of the action taken by the management. Thus, that dispute was entirely a different nature. My learned predecessor of this Tribunal by his order dated 18-2-1977 in the approval application No. CGIT-2/II

of 1975 approved the action of dismissal of the workman Shri Hate by the B.P.T. It was, therefore, urged on behalf of the B.P.T. management that the present reference is barred by the principles of res judicata, as the dismissal order has already been approved by the predecessor of this Tribunal. However, I find that the said dismissal order as approved in the approval application, does not operate as res judicata to the present reference. The approach to the matter in an application for approval under Section 33(2)(b) of the Act is quite different from the approach to the matter in a reference under Section 10(1)(d) read with Section 11A of the said Act. Awarding of a lesser punishment which can be awarded under Section 11A of the Act, cannot be done under Section 33(2)(b) of the Act in an approval application. The Central Government had firstly declined to make a reference in this case to an Industrial Tribunal. Hence, the workman had filed Writ Petition in 1981 against the Union of India and others, requesting that the Union of India be directed to make the reference in question. A copy of the Judgment in that Writ Petition bearing No. 498 of 1981 dated 21-11-1984 is at Ex.35|M. It will be seen from this Judgment that a reference was made to the said approval order passed by my predecessor to the dismissal of the workman Shri Hate. In spite of that approval order, the Hon'ble High Court was pleased to direct the Central Government to make the reference in question. I, therefore, find that the present reference is not barred by the principle of res judicata because of the approval order passed against the said workman.

10. The workman Shri Sudhir S. Hate filed his affidavit in support of his case at Ex.6|W, and he was cross-examined on behalf of the management of the B.P.T. The Administrative Officer of the B.P.T. Shri Ramchandra G. Amale filed his affidavit in support of the case of the management at Ex.9|M. He was also cross-examined on behalf of the workman. It was contended on behalf of the workman that the enquiry held against the workman was not held properly, and the rules of natural justice were not followed, that the findings of the Enquiry Officer are perverse, and that he was not supplied with the copy of the Enquiry report, and that the Deputy Chairman of the B.P.T. was not competent to decide the appeal filed by the workman against the dismissal order. I find that there is no substance in any of these contentions. In his cross-examination the workman Shri Hate stated that he was served with two charge-sheets, and his union had replied to them, and that thereafter an enquiry was held regarding both the chargesheets and he was present at that time, and that Shri Balgi, a member of his Union was defending him in that enquiry proceeding. According to the workman, the charge-sheet issued against him was vague and did not contain the provisions of the service rules under which they were issued. From the enquiry proceedings I find that the whole enquiry was held properly and the rules of natural justice were followed properly. Further, the Memo. dated 9-7-1973 (Ex.15|M) will show that the workman Shri Hate was informed that it was proposed to hold a departmental enquiry against him under Rule 25 read with Rule 22(2) of

the Rules and Regulations for non-Scheduled Staff, and in the manner prescribed in Appendix 'E' appended to that Memo. Ex.16|M is a copy of the charge-sheet issued against the workman. As stated above, all the particulars of the charges levelled against him, were mentioned in that Memo. It was alleged therein that from 1-7-1972 to 31-5-1973 he remained absent unauthorisedly on nine occasions for a total period of 93 days, and thus committed the misconduct of habitual absence without leave, or absence without leave for more than 10 days. Ex. 17|M is a copy of the statement showing the particulars of his absence from duty during the said period.

11. Ex.19|M is a copy of another Memo. dated 27-8-1973 issued by the management to the said workman, by which he was informed that an enquiry was to be held against him for some other reasons also. He was further directed to submit his written statement to that Memo. by a particular date i.e. 15-9-1973. The particulars of the second charge against him can be seen from the copy of the second chargesheet (Ex.21|M). It was alleged against him that he failed to obey the directions given by two other colleagues to report for duty at the control station and not at the Head Office. The copies of the statements of those two colleagues Shri Abdul Majid Arai and Mohamed Sk. Edroos are at Ex. 22|M and 23|M, and those copies were supplied to the workman. The workman was directed by the letter dated 11-5-1973 (Ex.24|M) to file his say to the statements made those two other workmen. The copies of the enquiry proceedings are at Ex. 26|M collectively. It will be seen therefrom that the examination-in-chief of the two witnesses Shri Mohammad Idroos, and Shri Abdul Majid Arai was recorded on 26-12-1974, and their cross-examination was adjourned to a latter date at the request of the workmen's representative Shri Balgi. On 28-2-1975 the said representative stated before the Enquiry Officer that he did not wish to cross-examine any of those two management witnesses. No further evidence was led on behalf of the management. It is seen that the workman did not examine himself and no other witness was examined on his behalf. The workman submitted his defence statement dated 18-3-1975 (Ex.27|M) before the Enquiry Officer. The Enquiry Officer submitted his report on 24-3-1975 (Ex.25|M) and held the workman guilty of both the said charges. Thereafter, a show cause notice dated 29-3-1975 (Ex.28|M) was issued by the Deputy Conservator of the B.P.T. to the workman Shri Hate to show cause why he should not be dismissed from service. According to the workman, the copy of the enquiry report was not supplied to him. However, this notice dated 29-3-1975 (Ex. 28|M) clearly shows that a copy of the enquiry report was attached with that show cause notice. Thus, in case the workman had in fact not received the copy of the enquiry report, he would have certainly informed the management to supply a copy of the enquiry report to him. By his letter dated 31-3-1975 (Ex.29|M) the workman had requested for extension of time to submit his 'say' in the matter. He admitted that he had received the show cause notice. However, he did not state in that

letter that he had not received the copy of the enquiry report. As such, I find that a copy of the enquiry report was duly supplied to the workman. It is true that the said show cause notice (Ex. 28|M) contains the statement that it was decided to dismiss him from service. However, it is quite clear from the whole of the show cause notice that it was a notice giving an opportunity to the workman to show cause why he should not be dismissed from service, and that the management had not decided to dismiss him from service. By the Memo dated 4-4-1975 (Ex.30|M) the time was extended upto 19-4-1975 to enable the workman to put in his say regarding the show cause notice. It is seen that the workman did not, however, put in his say to the said show cause notice. By the order dated 26-5-1975 (Ex. 31-M) the Deputy Conservator dismissed the workman Shri Hate from service with effect from 1-6-1975. He was further informed in that letter that necessary application for approval would be made by the management to the Industrial Tribunal under Section 33(2)(b) of the Industrial Disputes Act, and that he would also be paid one month's wages before 31-5-1975. Against that dismissal order, the workman filed his appeal dated 30-5-1977 to the Chairman of the B.P.T. (Ex.33|M) It may be noted that in that appeal (Ex. 33|M) the workman had not questioned the validity and legality of the dismissal order on any ground. On the other hand he stated, "I am very sorry for whatever happened in the past, and assure you that I will not give any cause for complaint in future". That appeal addressed to the Chairman of the B.P.T. was dismissed by the Deputy Chairman Shri K. K. Uppal. According to the workman, the Deputy Chairman was not competent to decide his appeal. However, it will be seen from the copy of the letter dated 28-7-1977 (Ex. 34|M) and the copy of the Government of India Gazette (Ex. 14|M) that the Deputy Chairman, Shri Uppal was appointed by the Central Government to officiate as Chairman of the B.P.T. from 11-6-1977 to 18-7-1977. The appeal of the said workman was dismissed during the said period by the then Chairman. As such the said dismissal order is valid and legal.

12. According to the workman, the findings of the Enquiry Officer are perverse. On going through the report of the Enquiry Officer (Ex 25|M) I find that his findings are just and proper and are not perverse. I find that while conducting the domestic enquiry against the workman, the rules of natural justice were duly followed. Issue No. 1 is found accordingly. I, further, find that he was supplied with a copy of the Enquiry report. My finding on Issue No. 2 is, therefore, in the negative. As noted above, the appeal of the workman was dismissed by the then officiating Chairman of the management and as such, the dismissal order is not bad in law. Issue No. 3 is found accordingly. The findings of the Enquiry Officer are just and proper and are not perverse. Issue No. 4 is found in the negative.

Issue Nos. 5 and 6.

13. Even though the charge Nos. 1 and 2 levelled against the workman were duly proved in the

domestic enquiry held against him, I find that the punishment of dismissal from service is too disproportionate to the nature of charges levelled against him. The first charge against him was that he unauthorisedly remained absent for 93 days during the period from 1-7-1972 to 31-5-1973 i.e. during the period of 11 months. According to the workman, on 25-10-1972 he was informed by the management that his attendance would be watched for the next six months, and thereafter the question of regularising the absence would be considered. He had remained absent for 42 days from 4-4-1973 to 15-5-1973. He had also remained absent from 11-8-1972 to 2-9-1972 for 23 days. Thus during the period of 11 months he remained absent for long time on the said two occasions. Further, it will be seen from the statement regarding his absence prepared by the Deputy Conservator (Ex. 17|M) that he had remained absent due to illness of his mother and also due to his own illness, and that on both the occasions he had produced medical certificates from a private Doctor and the fitness certificate from the Medical Officer of the B. P. T. On one more occasion he remained absent for 12 days from 25-7-1972 to 5-8-1972. The said chart shows that on that occasion also he had produced the medical certificate from a private Doctor. He had remained absent from 9 days from 3-1-1973 to 11-1-1973 and he had produced the medical certificate from a private Doctor. On five occasions his absence was only of one or two days. Thus, even though the workman Shri Hate had remained absent from time to time during the period of 11 months, he had produced the medical certificates from the private Doctor, though not from the Medical Officer of the B. P. T. The main ground alleged against him was that he remained absent without informing the management about his absence well in advance. I also find that he should have submitted his written application before proceeding on leave, or he should have informed the superior orally through somebody, and this was not done by him. Even then the punishment of dismissal for the said charge is too harsh and disproportionate to the said charge. It is an admitted fact that he had put in 13 years of service before his dismissal order was passed. It is also not the case of the management that in the past before the said period he used to remain absent for long number of days unauthorisedly, and there is also no material to that effect on record. According to the workman, when he had remained absent as above, during the period of 11 months, he had 86 days of leave at his credit and also casual leave of 7 days at his credit. As such, he had sufficient number of days of leave at his credit then. He had remained absent due to the illness of his old mother and also due to his own illness. The Administrative Officer Shri R. G. Amala, the witness for the management, stated in his cross-examination (Ex. 10|M) that prior to the said dismissal in question, no punishment of any sort was imposed upon him for any other misconduct. He further admitted in his cross-examination that at the time of his dismissal he had 47 days privilege leave and 8 days of half pay leave at his credit. This shows that after the said period of 11 months, he had

not remained absent for a long period. Therefore, I find that the action of the management in dismissing the said workman from service on the said charge No. 1 is not just and proper. The proper punishment should have been stoppage of four increments.

14. The other charge against him was thus :—

On 4-5-1973 when he reported to head office for duty at about 7.45 p.m. and was about to sign the muster book, the Asstt. Office Poriwalla Shri Abdul Majid Arai and the Master Syrang, Shri Mohd. S.K. Edroos told him that according to the arrangement made by the office, he was required to report for duty at the Control Station, and as such he should report there and sign the muster.

The workman Shri Hate, instead of obeying as above, argued with the said two persons and did not report for duty at the Control Station. The workman Shri Hate was asked to speak to the Harbour Master over Telephone, but the workman did not do so, and left the office. He was then asked to submit his explanation in the matter, but he did not submit his explanation.

Therefore, a second charge against the workman was framed that he committed misconduct of wilful insubordination or disobedience of a lawful or reasonable order of a superior. It is an admitted fact that the workman had not reported at the Control Station on that night, and had not contacted the Harbour Master on Telephone. As such, the charge against the workman was also found duly proved by the Enquiry Officer. Even then the order of dismissing the workman for not reporting for his duty at a particular place as directed by his superiors, is again too harsh, to the nature of the misconduct of disobedience or wilful insubordination of the orders of his superiors, levelled against him, for this misconduct, in fact, a very lesser punishment should have been imposed upon him. In my view, stoppage of four increments would have been the proper punishment to him. Issue No. 5 is found in the negative.

It is seen from the record that since his dismissal the workman is not gainfully employed. In the above said circumstances of the case, the relief that can be granted to the workman who had put in 13 years of service before his dismissal order and had no bad record is thus :—

The management of B. P. T. should impose a punishment of stoppage of four increments per charge with cumulative effect. He should be reinstated in service with full back wages and continuity of service and with other service benefit. If any. According to the workman, his other colleagues have already been promoted to

some other posts and that after the reinstatement he be posted to a promotion post of his cadre, in view of the said nature of charge against him, taking into consideration his length of service and the punishment imposed upon him as above. Issue No. 5 is found accordingly.

#### ISSUE NO. 7

16. In the result, the following Award is passed.

- (i) Is action of the management of Bombay Port Trust in dismissing Shri Sudhir Sajan Hate, L. R. Assistant, with effect from 1-6-1975, is not just and proper.
- (ii) The said dismissal order is hereby set aside. Instead, the punishment of stoppage of four increments per charge with cumulative effect be imposed on him. The management of Bombay Port Trust hereby directed to reinstate the workman, Shri Sudhir Sajan Hate in service, with full back wages and other service benefits, and continuity of service, and he be posted to the post to which he would have been entitled to, in case the dismissal order was not passed against him, however, taking into consideration the punishment of stoppage of four increments passed against him. In doing so, the seniority of other employees already promoted should not be disturbed.

The parties to bear their own costs of this Reference.

P. D. APSHANKAR, Presiding Officer.

[No. L-31012/3/79-D.IV(A)/D.III(B)]

V. K. SHARMA, Desk Officer.

नई दिल्ली 4 मई, 1989

का.आ.1218—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रिक्ट कन्ट्रोलर आफ स्टोर्स (जनरल स्टोर्स) वेस्टर्न रेलवे, साबरमती के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-89 को प्राप्त हुआ था।

New Delhi, the 4th May, 1989

S.O. 1218.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Distt. Controller of Stores (General Stores), Western Railway, Sabarmati and their workmen, which was received by the Central Government on the 5-4-89.



## ANNEXURE

BEFORE SHRI G. S. BAROT, B.COM., LL.B.,  
PRESIDING OFFICER, CENTRAL GOVERN-  
MENT INDUSTRIAL TRIBUNAL AT  
AHMEDABAD

Reference (ITC) No. 8 of 1983

## ADJUDICATION :

## BETWEEN

Management of the District Controller of Stores  
(General Stores), Western Railway, Sabar-  
mati, Ahmedabad First Party

## AND

Their workmen Second Party

In the matter of production of surety for the grant  
of advance to the employees of Stores Depot Sabar-  
mati.

## AWARD

This is a reference made by the Government of India, Department of Labour, constituting me as Presiding Officer of the Industrial Tribunal with headquarters at Ahmedabad, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, hereinafter referred to as 'the Act'. The reference is made by the Central Government Order No. L-41011(23)/83-D.II(B) dt. 30-11-83. The dispute which is referred for adjudication of this Tribunal is as stated in the Schedule to the order of reference and it reads as under :

"Whether the action of the Railway Administration in insisting for production of surety for the grant of advance to the employees of Stores Depot Sabarmati is justified? If not, to what relief are the workmen entitled?"

2. The sponsoring union Pashchim Railway Karamchari Parishad, hereinafter referred to as 'the union' has filed its statement of claim at ex. 5 inter alia stating that even if a man who is not confirmed and works for 3 years as a temporary employee becomes quasi permanent for all purposes except lien for the post : that every employee after completion of one year of his service is entitled for Provident Fund contribution. Thus after 3 years' service they contribute a good amount of provident fund, which is a surety with the railway.

3. Distt. Controller of Stores, Western Railway, Sabarwati, Ahmedabad, hereinafter referred to as 'the Railway' has not filed its written statement. However, it has written a letter to the Tribunal dt. 10-4-85, ex. 4, where in it has stated that the surety is taken only from temporary railway servants who have put in less than 5 years of railway service and that surety of permanent railway servant is accented even if he is governed by payment of wages act.

1202 GI/89-7.

4. The matter was thereafter fixed for hearing on 21-10-85, 28-11-85, 27.12.85, 20.3.86 and 25.4.86 but none of the parties attended. Finally, a Registered notice was issued on 1-7-87 to the union that the matter is preemptorily fixed for evidence and hearing on 27-7-87 and the matter will be proceeded with ex parte if the union remains absent. In spite of this, neither the union nor the Railway appeared till date. Postal acknowledgement is also received at ex.6 in token of having delivered the notice. The natural conclusion is that the union is not interested in prosecuting the matter.

5. The union in its statement of claim has reiterated the demand and there is no other written or oral evidence led in the matter to substantiate its case. In view of these facts, there is no other alternative for this Tribunal but to dismiss the demand for want of prosecution. The result, therefore, is that the demand is rejected. The reference stands dismissed for want of prosecution.  
Ahmedabad :

Dt. 5-4-1989.

G. S. BAROT, Presiding Officer

[No. L-41011/23/83-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 4 मई, 1989

का.आ. 1219—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार क प्राप्त हुआ था।

New Delhi, the 4th May, 1989

S.O. 1219.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government.

## ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING  
OFFICER : CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL : NEW DELHI

I. D. No. 2/85

In the matter of dispute between :

Shri V. K. Bansal s/o Shri B. B. Bansal,  
r/o E/348-A, Greater Kailash-1,  
New Delhi-110048.

## Versus

Bank of India, through  
The Zonal Manager,  
Bank of India,  
Zonal Office,  
Northern Zone,  
Bahadurshah Zaffar Marg,  
New Delhi.

## APPEARANCES :

Shri J. Buthar—for the Management.

Workman in person.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/133/84-D. II. A dated 19th January, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Bank of India in relation to their Lajpat Nagar Branch, New Delhi in terminating the services of Shri V. K. Bansal, Clerk-cum-Cashier with effect from 11-7-83 is justified? If not, to what relief is the workman concerned entitled?"

2. Some of the undisputed facts are that the claimant workman Shri V. K. Bansal joined the services of the Bank of India (hereinafter referred to as the Management) on 4-8-80 as a Clerk-cum-Cashier on probation for 6 months and he was confirmed on 16-2-1981 while at Lajpat Nagar Branch of the Bank, at New Delhi. The Management vide Order dated 11-4-83 gave 3 months notice to the workman to terminate his services and his services were terminated w.e.f. 11-7-1983. A sum of Rs. 1418.04p was credited to the account of the workman as retrenchment compensation @ 15 days average pay for each completed year of service or part thereof in excess of six months period. No formal charge sheet was served upon the workman nor any domestic enquiry conducted.

3. The workman has filed a long winded claim statement running into 12 pages in which he has made mostly superfluous averments and has made exaggerated claims. For instances he has claimed that his claim in the doctrine of estoppel be upheld and the Management be ordered to pay damages @ Rs. 10 lacs per running month or part thereof from the month of July, 1981 onwards, and that he be reinstated in the bank with full back wages seniority and other benefits that he may be paid overtime allowance for the month of June, 1981 and be paid medical reimbursement claim of Rs. 450 which had not been paid to him and suitable stricture may be passed against the various managers of the bank so that legal action may be initiated against them under bank regulations and other laws and strict penal action of imprisonment and fine is taken against the following managers Shri R. P. Gupta Branch Manager, R. B. Doctor, Regional Manager, S. P. Limaya, Zonal Manager and these persons be also dismissed from the service of the bank.

4. Of Necessity the Management had to file a long written statement to controvert the various allegations of the workman and the written statement also run into 12 pages. Thereafter the workman filed a rejoinder running into 46 pages accompanied by annexures making in all 73 pages. It is neither desirable nor possible to refer to each and every averment of the workman and the reply of the Management and the counter reply of the workman. The crux of the matter is that the workman alleges that his services were terminated mala fide as a result of the alleged incident which took place on 11-7-1983 and that his termination is by way of disciplinary action and, therefore, there should have been a proper domestic enquiry and since no domestic enquiry was conducted his termination is illegal and invalid. The case of the Management in short is that no such incident as alleged took place on 11-7-83 and that the workman was never interested in continuing in service and that he abandoned his services w.e.f. 11-7-1983 and that the alleged incident on 11-7-83 is a contrived one.

5. The short question that requires determination in this case is whether it is a case of termination of services or it is a case of abandonment of employment. The first thing to be noted is that the workman admits that he has not performed any duty w.e.f. 11-7-1983. He has gone further and admitted that he never went to the bank after 11-7-81 till July, 1983. Here it may be observed that the workman has alleged that his security deposit of Rs. 2500 has also not been returned by the Bank. In this connection he stated in cross-examination as WW1 that he was not sure whether he had gone to the bank to collect the FDR of Rs. 2500 after termination of his services but he could not refute the suggestion that he did not go to the bank at all to collect the FDR. Now we may refer to the alleged incident on 11-7-81 which according to the workman raised apprehensions in his mind for which reason he did not go to the Bank after 11-7-81. According to the workman he wanted to hand over the letter dated 11-7-1981 (Ex. W-9) to the Branch Manager in which he alleged that his overtime hours for the month of June, 1981 exceeded 30 hours and overtime for 30 hours had been paid to most other members of the staff but he had been paid only for 15 hours. The workman further alleged that the Branch Manager refused to accept this letter or to give its receipt and thereafter he sent a complaint dated 11-7-81 (Ex. W-10) to the Assistant General Manager. This complaint is reproduced below verbatim for facility of reference :—

"To

The Assistant General Manager,  
Bank of India,  
Regional Office,  
Parliament Street Branch,  
New Delhi-110001.

11th July, 1981

Re : Complaint against Shri R. P. Gupta, Manager,  
Lajpat Nagar Branch, Bank of India.

Respected Sir,

Today, I had personally requested Shri R. P. Gupta to receive a letter of mine continuing grievance, of

which I was seeking redress therein, but Shri R. P. Gupta :—

1. refused to take the letter.
2. refused to give me the receipt of the letter on the carbon copy of the letter.
3. asked me to get up from the chair and get out from his cabin. This was done in a very insulting and provocative way.
4. willfully and deliberately did not allow me to join duty, saying that he was marking me absent and that I could, then go home, guided by some ulterior motive.

This incident has created a lot of tension in my mind, especially because it had come from no less a person than the manager of branch itself. It could never be expected from a Bank Manager.

Under the circumstances, I request you to grant me leave from 13th July to 18th July, 1981.

I also request you to take the strictest action against the Manager, Shri R. P. Gupta.

Thanking you, I remain.

Your faithfully,

Sd/-

B. K. BANSAL,  
Staff clerk-cum-cashier  
Lajpat Nagar Branch,  
Bank of India."

After sending this complaint the workman inexplicably became silent and stopped going to the bank nor did he find out as to what had happened to his complaint. In any case the trivial incident even if it took place was no justification for the workman to stop attending to his duties and to apply for leave and it appears that the workman behaved in a very irresponsible manner by making a complaint Ex. W-10 about the trivial issue of non payment of overtime for certain hours. If he had any grievance that his legitimate duties had not been paid to him, he could have approached the labour court and sought his redress. After he started absenting w.e.f. 11-7-81 the Management made every possible effort to ask the workman to join back and took the extreme step only when the workman did not join duty inspite of several warnings and notices issued to him. The first such letter is Ex. M-22 dated 15-7-81 by which the workman was informed that he was absent from 11-7-81 and on previous occasions he had been absent from duty without any information and, therefore, he was instructed to report for duty immediately. Thereafter a telegram Ex. M-23 dated 18-7-81 was sent asking the workman to report for duty immediately as he was absent without information. Then followed letters Ex. M-33 (telegram), M-34 dated 24-10-81, M-35 dated 24-5-81, M-36 dated 10-11-81, M-37 dated 10-11-81. Thereafter show cause punishment notice dated 31-5-82 (Ex. M-39) was sent to the workman asking him to show cause why punishment of warning should not be awarded to him for his continued absence. Then warning orders dated 12-7-82 (Ex. M-42) was

issued whereby the punishment of warning was awarded and communicated. Then another show cause punishment notice dated 20-9-82 (Ex. M-43) was issued and it was followed by the warnings orders dated 3-11-82 (M-44). A third show cause punishment notice dated 15-12-82 (M-45) was issued. Thereafter order of desertion of service dated 8-4-83 Ex. M-46 was passed. Then notice of termination of employment dated 11-4-83 (M-47) was issued and it was followed by the order of termination of employment dated 11-7-83 (Ex. M-48). All these documents go to show that the Management made every possible effort to ask the workman to report for duty but there was no word from him. Under these circumstances there was no alternative left for the Management except to terminate his service. Here it may be mentioned that during the short period of his employment from 4-8-80 to 11-7-81 the workman had been mostly on leave and had been absent for 139 days during this period including 48 days of unauthorised absence for which salary was deducted. This perfunctory manner of working during the period of employment further goes to reinforce the view that the workman was never interested in his employment with the bank and coupled with the documentary evidence produced by the Management leads to the irresistible conclusion that it was a case of abandonment of services. On taking the entire facts and circumstances into consideration, an impression is left that the incident of 11-7-81 was contrived by the workman in order to later on take pecuniary advantage by the abuse of the process of the court. The facts speak out for themselves and there was hardly any necessity for holding a detailed domestic enquiry against the workman. The conduct of the workman has been quite reprehensible. He has gone to the extent of lodging criminal complaint against the Chairman, Zonal Manager, Regional Manager, Manager, Hauz Khas Branch, Branch Manager Lajpat Nagar Branch and A.G.M. (Personnel). The proceedings of this complaint have admittedly been stayed by the Hon'ble High Court of Delhi. Besides the criminal complaint the workman has written very hasty letters to the senior officers of the bank using foul and threatening language. The first such letter is dated 12-6-82 (Ex. W-14). Some of the foul language used in this letter is reproduced below :

"Redress of grievance and complaint of cheating etc. against R. B. Gupta, Manager of Lajpat Nagar Branch of the bank of India....."

"On 11-6-82 I had received a freak letter....."

"Thus, to me, it seems to be the latest prank of Shri R. P. Gupta the manager of Lajpat Nagar Branch, who, as I know him and as I have experienced with him, is capable of and has a propensity to resort to cheating, telling lies, tempering of official records and ignoring standard banking norms and practices, just to serve his minor hidden advantages. ...."

"Secondly, the regional manager can never be expected to write such a letter to him, because if the regional manager happens to be in his/her senses, he/she would never write a letter of this kind to him....."

"As soon as I receive your reply and if your reply confirms that this show cause punishment notice is genuine. I shall send you my reply to this show cause punishment notice....."

"I await your reply by return mail before I proceed to lodge criminal complaints against the Manager, Bank of India, Lajpat Nagar, Branch, Shri R. P. Gupta and others involved in this matter or can be assumed to be involved in this matter . . . ."

6. There is another letter dated 24-11-82 (Ex. W-15) addressed to the Chairman Bank of India in which the following language has been used :

"this action of yours, will on one hand restore my faith in the top level management of the bank indicating that the top level management is really vigilant over its subordinate cadre and on the other hand save me the trouble of personally instituting criminal proceedings."

7. The third such letter is dated 12-4-83 (Ex. W-16) addressed to Regional Manager in which the following language has been used :

"My complaint of cheating and criminal branch of trust is already pending against you and other officials of the bank. So your order is nothing but just a gross misuse of position and authority....."

"Your acts are punishable under I.D. Act by imprisonment but inspite of that you have choosen to risk that and also the criminal punishment for cheating and criminal breach of trust rather than take action against Shri R. P. Gupta, Manager, Lajpat Nagar Branch, Bank of India....."

"These damages have resulted mainly from your dereliction of duty by which you denied me of my legal and other rights, and by not answering to any of my letters. So it can be presumed that you and for that matter the bank has nothing to say in this matter not even the denial. ...."

8. Another such letter is dated 12-4-83 (Ex. W-17) wherein the following language has been used :

"That thus by your dereliction of duty, you have aggravated by many folds the apprehension caused in my mind because of the facts of cheating and criminal breach of trust done by Shri R. P. Gupta, Manager Lajpat Nagar Branch of the Bank of India, and the conspiracy of the Regional Manager, in not taking any action against him, in not replying to any of my letter and in (I, presume) manipulating the bank records dealing with the case....."

9. Another such letter is dated 19-7-83 (Ex. W-18) wherein the following language has been used :

"claiming damages @ 10 lacs per running month or part thereof, from the month of July, 1981 onwards till the date these damages are paid to me, for their dereliction of duty....."

"....all the three senior level managers|chairman have acted with gross dereliction of duty and have taken part in a criminal conspiracy of promoting and abetting the criminal acts of the branch manager Shri R. P. Gupta."

10. In my opinion the use of such foul and threatening language to the senior level officers of the Management in itself is sufficient to hold that the workman is unfit to be retained in the service of the bank.

11. In view of the discussion made above the action of the Management in terminating the services of the workman is legal and fully justified. However, it is noticed that the workman was confirmed hand and he has been paid retrenchment compensation of wages for 1½ months. Under para 524(2) of the Shastri Award in case of confirmed hands the compensation payable is minimum of 2 months pay. On proportionate basis it is directed that the management shall pay another sum of Rs. 500 to the workman. This reference stands disposed of accordingly.

G. S. KALRA, Presiding Officer

[No. L-12012|133|84-D. II(A)]

का.आ. 1220.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसूचन में, केन्द्रीय सरकार यूनिट बैंक आफ इंडिया के प्रबंधन के सम्बद्ध त्रियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1220.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 155 of 1988

In the matter of dispute between :

Shri M. C. Gupta, C/o Shri Harmangal Prasad Rajya Maha Sachiv, U.P. Bank Employees Union, 36/1, Kailash Maudir, Kanpur.

.. Petitioner.

AND

Versus

Regional Manager, Union Bank of India, Paudu  
Nagpur, Kanpur. . . Opp. Party.

The General Manager, Oriental Bank of Com-  
merce, Head Office, Harsha Bhavan Con-  
naught Place, New Delhi.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/763/58-D.II(A) dt. 4-11-88 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Union Bank of India in shifting Shri M. C. Gupta, a Special Assistant in Foreign Exchange Department from the Foreign Exchange Deptt. to any other Department is justified? If not, to what relief is the workman entitled?”

2. In the present case till 16-2-89, two dates i.e. 16-12-88 and 12-1-89 have already been given to Asstt. General Secretary of the Union on his address referred to in the reference order by this court by means of notices all 17-11-88 and 2-12-88 respectively, but neither the union nor any one on their behalf appeared before the court nor filed any statement of claim in support of their case.

3. It appears that none is interested to prosecute the case. Hence a no claim award is given in the case.

ARJAN DEV, Presiding Officer.

[No. L-12012/763/87-D.II(A)]

का.आ.1221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार ओरियन्टल बैंक आफ कामर्स के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Government.

## ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT IN-  
DUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 55/86

In the matter of dispute between :

Shri Dharam Pal Singh s/o Shri Thakeria Singh,  
V. & P.O. Barola, Distt. Ghaziabad.

## APPEARANCES :

Shri Tara Chand Gupta—for the workman.

Shri J. R. Dass—for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/116/85-D.IV(A) dated 3-6-1986 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Oriental Bank of Commerce is terminating the services of Shri Dharam Pal, peon with effect from 16-7-81 and again on 1-4-1983 is justified? If not, to what relief is the workman concerned entitled?”

2. There are two parties of employment of the workman with the Management. According to the workman his first period of employment is from 1-4-81 to 15-7-81 and the second period is from 8-12-82 to 31-3-83. According to the Management the two periods of employment are from 7-4-81 to 14-7-81 (89 days) and from 8-12-82 to 14-1-83 (38 days). The workman in his statement of claim has alleged violation of Section 25-G and 25-H of the I.D. Act (hereinafter referred to as the Act) as persons junior to him were retained in service and fresh appointments were also made without making any offer to him. He has also alleged violation of paras 522(5) of the Sastry Award as no written orders of termination of his services were given and also para 522(4) as no 14 days notice was given to him before termination of his service. He has alleged violation of clause 20.12 of the Bipartite Settlement dated 19-10-1966 is as much at while filling up the permanent vacancy of peon in the Barola branch of the bank, the Management failed to give him preference. In the light of these submission the workman prayed for reinstatement with full back wages and continuity of service and absorption in permanent service.

3. The Management denied that there was any violation of the provisions of section 25-G and 25-H of the I.D. Act. As the workman had not completed 240 days of service and he was not covered by the definition of retrenchment and hence the provisions of chapter VA of the Act were not applicable to him. Similarly it denied violation of any provisions of the Sastry Award of the Bipartite Settlement. It was further submitted that the workman was appointed temporarily for a specific period of 89 days pending filling up of the post as per procedure by transfer of a permanent incumbent or recruitment of permanent peon. As per the policy and the rules framed under the directions from the Central Government, the regular appointments in the subordinate cadre are to be made from amongst the candidates sponsored by the respective employment exchanges. Consequent upon the completion of period of 89 days for

which the workman was appointed his services came to an end by efflux of time. No notice or order of termination was required as the very nature of employment was for a specified period. It was further submitted that soon after, the transfer of one Shri S.C. Mittal the then Branch Manager at Barola Branch in February, 1982, the workman approached the new branch Manager Shri B. K. Madan for being considered for temporary employment in the bank. By his letter dated 9-12-82 (Ex. MW|1|1) the workman gave an undertaking that he had never worked in the bank ever before. On the basis of the application and the undertaking, the workman managed to work as a temporary peon for the further period from 8-12-82 to 14-1-83. However, when it came to the notice of the branch Manager that the workman had worked earlier as a temporary peon in 1981 and he had given a false undertaking, he was confronted with his undertaking and upon this the workman of his own violation ran away and did not even come back to claim his salary for the period he had worked by misrepresentation. The Management further submitted that some further appointments were made purely on temporary basis but temporary post was not offered to the workman as he had already worked for the period provided in the policy of the Bank contained in its circular No. PER|32|938 dated 8-11-80. Permanent appointment was made out of the candidates sponsored by the Employment Exchanges and since the name of the workman was not recommended by any employment exchange, he was considered for Permanent absorption.

4. First of all we may take up the question regarding the periods of employment of the workman. In so far as the first period of employment is concerned the contention of the Management has not been seriously disputed at the time of arguments nor the workman has produced any evidence in support of his claim. Therefore, the period mentioned by the Management i.e. from 7-4-81 to 14-7-81 is held to be correct. As regards the second period of employment the evidence on record again supports the contention of the Management and contradicts the claim of the workman. First of all there is the application dated 9-12-82 Ex. MW|1|1 on the basis of which the workman secured re-employment w.e.f. 9-12-82. It is clearly mentioned in this application that the workman had never worked in the bank before. Therefore this was a clear misrepresentation on the part of the workman. Now the workman admits his signatures but he denies the content of the document. He cannot be allowed to get away from his misrepresentation made in this application. It is therefore, proved that the workman secured second spell of his employment by misrepresentation and he cannot be allowed to take advantage by pleading violation of banking awards and the Bipartite Settlements. Further this misrepresentation probabalises the contention of the management that as soon as this misrepresentation came to its notice the workman abandoned his employment after 14-1-83. No doubt in the attendance register the workman has signed his presence even on 15. 17 and 18-1-1983, yet it appears to be a subsequent interpolation because the workman himself has submitted a list of the persons who

were subsequently employed in the vacancy against which he himself was employed which is Ex. W-2 on the basis of which he alleges violation of section 25-H of the Act, wherein it has been clearly mentioned that one Ashok Kumar was employed from 14-1-83 to 17-2-83 and another person whose name in illegible was employed from 18-2-83 to 21-3-83 and one Samey Singh was employed from 22-3-83 to 27-6-83. It may also be noted that the workman alleges that there was only one post of peon in the Barola Branch. In view of the facts stated in Ex. W-2, there was no question of the workman having been employed after 14-1-83. Hence his claim that he continued to work upto 31-3-83 is pulpably false. The case of the workman is liable to be thrown out on the short ground of not coming to the Tribunal with clean hands and for making false claims.

5. Thus the workman is proved to have worked only for 89 days (his second spell of employment of 38 days, having been obtained by misrepresentation is excluded). Consequently he did not complete one year's continuous service as defined in section 25-B of the I. D. Act, and, therefore, the benefits of the provisions of chapter VA of the Act are not available to him. The provisions of paras 322(4) and 522(5) of the Sastry Award as also clause 20.12 of the Bipartite Settlement are directory in nature and their violation would not render an otherwise justifiable order as illegal. The recruitment of the workman on temporary basis is covered by the policy of the bank as contained in circular No. PER|32|938 dated 8-11-80 which for facility of reference is reproduced bellow :

#### "ORIENTAL BANK OF COMMERCE

Telephones :

351021-351071-251821

HEAD OFFICE :

351121-353244-312249

HARSHA BHAWAN

Telex: 3713 E-BLOCK CONNAUGHT PLACE :

Telegraphic address : POST BOX NO. 329,

'BANKHOORI'

NEW DELHI-110001.

Ref. No.

Per|32|938

November 8, 1980

ALL REGIONAL HEADS.

Dear Sir,

Temporary Employment

It has been decided that duration of temporary employment of the persons in the Bank who are engaged to work in leave arrangement or otherwise in workman cadre should not exceed 89 days as against 60 days at present with usual break of five days after two months of service. It should be ensured that in no case any person is allowed to

work beyond the prescribed period as above. So far as possible, temporary appointments have to be avoided and in no case such appointments should be allowed in casual leave arrangement. No temporary appointment should, however, be made without your approval in advance in case of appointment in clerical cadre. In case of temporary appointment in subordinate cadre also no appointment should be made without your approval/confirmation.

2. Further the requisition of candidates for temporary appointments, in clerical cadre should be made from the respective Banking Service Recruitment Boards. If Banking Service Recruitment Board is not in a position to provide approved persons, the candidates should be requisitioned from the Local Employment Exchange. If the Boards as well as the Employment Exchanges, wherever these exist, are not able to provide the candidates, the branches may be allowed to make their own arrangements strictly according to the norms.

Similarly for temporary appointments in subordinate cadre the candidates should be called from the Local Employment Exchange. In case the concerned Employment Exchange sends a certificate that the candidates are not available or there is no Employment Exchange at a particular place the branches may make local arrangements keeping all the relevant factors in view.

We may also inform that vacancies in leave arrangement of 45 days or over are subject to reservation for Scheduled Castes/Scheduled Tribes candidates i.e. 15% for Scheduled Castes and 7½% for Scheduled Tribes and this factor should also be kept in view at all times.

(3) It has also been decided that the norms for recruitment in the Bank in Subordinate Cadre, whether temporary or regular should be as under:—

- (i) Between 18 to 25 years (Relaxable by 5 years for SC/ST candidates)
- (ii) Qualifications—VIII Class pass but should be under matric.

The candidates in clerical cadre with educational qualification as Graduate may be considered for appointment keeping the norms for age same as at (i) above.

Please acknowledge receipt.

Yours faithfully,

Sd/—

Joint General Manager.”

6. The policy of the bank endeavours to give chance of appointment in subordinate cadre to all equally by calling for names of candidates from the local employment exchange. Admittedly the workman was not sponsored by the Employment Exchange and if his claim was to be allowed, it would mean depriving other citizen of India of the chance to be considered for public employment.

The bank being a “State” in terms of Article 12 of the Constitution of India, has to ensure equality of opportunity to all the citizens of India. If the Bank were to make regular appointments without notifying them to the employment exchange, there would be violation of Article 12 and 16 of the Constitution of India. The policy and the guidelines regarding making regular appointments through the employment exchange is not only valid but is more equitable and meets the test of due process. By getting the candidates sponsored from the employment exchange, not only the arbitrariness or the likely arbitrariness is avoided, but also equal opportunity would be afforded to all citizens who are equally placed. Under these circumstances, no fault can be found with the action of the Management. I may further be observed that the facts of this case are similar in nature to the facts of the case between Subhash Chander Vs. Oriental Bank of Commerce, New Delhi I.D. No. 189 of 1983 decided by my predecessor Shri O. P. Singhi and the case Shri Uma Kant Pandey Versus Management of Oriental Bank of Commerce IDH 35/86 decided by myself vide award dated 29-7-1987 wherein the contention of the bank was upheld and I do not see any reason to differ with the view already taken in the said cases.

7. In view of the discussion made above this reference is answered against the workman and in favour of the Management and it is held that the workman is not entitled to any relief.

G. S. KALRA, Presiding Officer

[No. J-12012/116/85-D.IV(A)]

का.आ.1222.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, धम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1222.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Vijaya Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

Reference No. CGIT-2/36 of 1986

#### PARTIES:

Employers in relation to the management of Vijaya Bank, Bombay,

AND

Their workmen

#### APPEARANCES:

For the Employers—Shri R. K. Shetty, Advocate.

For the workmen—Shri S. M. Dharap, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 11th April, 1989

### AWARD PART I

The Central Government by their order No. L-12012/130/85-D. IV(A) dated 18th August, 1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

"Whether the action of the management of Vijaya Bank, Bombay in imposing the penalty of stoppage of one year increment per charge with cumulative effect on Shri K. Annappa Naik Clerk, is justified? If not, to what relief is the workman entitled?"

2. The case of the workman Shri K. Annappa Naik as disclosed from the statement of claim (Ex. 2) filed by the Vijaya Bank Employees' Association of which he is member, in short, is thus:—

A chargesheet was issued against him, wherein it was alleged against him thus:—

- (i) Throwing bunch of slips in the face of officer and abusing him.
- (ii) Shouting at the officers and throwing slip bundles on their face, behaving unruly and disorderly manner in the premises of the Bank.
- (iii) Wilfully slowing down the performance of work.
- (iv) Acts of subversive of discipline.

It was alleged that he was guilty of gross misconduct within the meaning of the provision of Bipartite Settlement of 1966. Before the charge sheet was issued as above, he was placed under suspension by the order dated 30-1-1982 by the Bank. The workman sent his reply dated 12th March, 1982 to the said charges denying all the charges made against him. The workman, however, asserted that in fact he was a victim of trade-union rivalry, as he was an active member of the Vijaya Bank Employees' Association, and that All India Vijaya Bank Officers' Association had instigated the management to take action against him. The explanation of the workman was not accepted by the Bank, and a domestic enquiry was started against him. He was defended by Shri N. A. Prabhu, General Secretary of Maharashtra Pradesh Bank Workers' Organisation. No independent witness was examined in the enquiry proceedings, and the witnesses examined were the interested witnesses. The enquiry was not held properly, and as per the principles of natural justice. The findings of the Enquiry Officer are perverse. The Enquiry Officer was not an independent person, as he himself was an employee of the Bank and had a bias against the workman. The Enquiry Officer was not allowing the questions asked by the representative of the workman, and he himself was putting the questions to the witnesses. The Enquiry Officer introduced his personal knowledge in the enquiry proceedings, and took active interest in supporting the bank management.

3. After the enquiry was over, the workman was issued with a show cause notice to show cause why four increments (one increment per charge) should not be stopped permanently, and the stoppage of four increments was to be concurrent to each other. The workman submitted his reply. Thereafter the workman asked for the personal hearing of the Disciplinary Authority. However, it was denied to him. The Disciplinary Authority confirmed the punishment of stoppage of four increments to him, and the stoppage of four increments was to be with cumulative effect. Against that order, the workman filed an appeal to the Managing Director of the Bank, which came to be dismissed. While inflicting the punishment as above, his past clean record was not considered by the management, and the punishment imposed upon the workman is grossly disproportionate to the charge levelled against him. The said Association, therefore, prayed that the Tribunal should declare the said action of the management as illegal and improper and set aside the said order of punishment, holding that the workman is entitled to the increments as and when fell due.

4. The Divisional Manager, Vijaya Bank, by his written statement (Ex. 3/M) denied all the allegations made on behalf of the said Association in its statement of claim, and in substance contended thus:—

- (i) It is not that the said workman was a victim of trade union rivalry. It is also not true that the All India Vijaya Bank Officers' Association had instigated the management to take action against the said workman, because of the allegation of the employee to the Union. There were prima facie grounds to believe that the workman had committed acts of gross misconduct, such as insubordination and unruly and disorderly behaviour within the premises of the Bank. Hence the Bank suspended the said workman and issued a chargesheet against him and started that domestic enquiry against him. The enquiry against the workman was held validly and properly, and the rules of natural justice were followed. The workman was given sufficient opportunity to defend himself. The charges levelled against him are not vague or ambiguous. The Bank examined only the material witness as against the workman. The findings of the Enquiry Officer are not perverse but they are based on the evidence and the material on record. There is no provision in the Bipartite settlement which prohibits the Bank from appointing an employee of the Bank as an Enquiry Officer. Further, the Enquiry Officer in question was not an interested person and he had no bias against the workman. It is not true that the Enquiry Officer himself was asking questions and was taking keen interest in supporting the Bank management. The burden of proof of the charges lay upon the management and that burden was duly discharged by it.

5. The Divisional Manager of the Vijaya Bank further contended thus in his written statement:—

As per the provisions of the Bipartite Settlement, the workman is entitled to a hearing regarding the nature of punishment. However he is entitled to a hearing not a personal hearing, as contended by the workman. In the present case the workman was allowed a hearing on the quantum of punishment. Further it is not true that the workman had asked the disciplinary authority for a personal hearing. The hearing includes written representation by the workman also. The Disciplinary Authority had taken into consideration the written representation of the workman dated 15-3-1983. The punishment awarded by the management is commensurate with the gravity of the misconduct. It is not true that the past record of the workman is clean.

6. The Divisional Manager lastly contended that the misconduct committed by the workman on 12-1-1982 was so grave and the punishment imposed upon him by the management is too light, that there is no justification whatsoever for any interference by this Tribunal in the action taken by the management concerning the said workman.

7. The Issue framed at Ex. 4 are:—

- (1) Whether the inquiry held against the workman K. Annappa Naik was not held properly, and the rules of natural justice were violated?
- (2) Whether the findings of the Inquiry Officer are perverse?
- (3) Whether the action of the management of Vijaya Bank, Bombay in imposing the penalty of stoppage of one year's increment per charge with cumulative effect on Shri K. Annappa Naik, Clerk is justified?
- (4) If not, to what relief is the workman entitled?



## (5) What Award ?

My findings on the above said Issues are : -

- (1) was held properly.
- (2) No,
- (3)
- (4)
- (5)

## REASONS

ISSUE Nos. 1 and 2 :

9. Issue Nos. 1 and 2 are tried as preliminary issues. Hence I record my findings on Issues 1 and 2 in the first instance. The workman in question i.e. Shri K. Annappa Naik, filed his affidavit at Ex. 5/W in support of his case. He was cross-examined on behalf of the management. According to the Employees Association, the chargesheet issued against the said workman is vague, did not contain the necessary particulars, and also did not contain the date of the alleged incident. A copy of the said chargesheet is at Ex. 7/M. It will be seen therefrom that the chargesheet, did contain the date of the incident as 12-1-1982. This chargesheet further contains the necessary particulars regarding the alleged charges and also the particulars of the abuses given by the said workman to the Assistant Branch Manager. I, therefore, find that the chargesheet issued against the workman was quite valid and legal and did not suries ingrimities. It was further contended on behalf of the said Association that the Enquiry was not held properly and the principles of natural justice were not followed, and that the said workman was not given 'sufficient' and proper opportunity to defend himself. I find that there is no substance in any of the contentions. Even though the said workman filed his affidavit (Ex. 5/W) in support of his case, in his cross-examination he stated and admitted thus :—

The date of incident as 12-1-1982 has been mentioned in the Chargesheet issued against him, and the particular of the incident have also mentioned in the chargesheet. The Enquiry proceedings were going on for 12 to 15 days. He personally participated in the enquiry. The Union leader Shri N. A. Prabhu had defended him in those proceedings. Shri Prabhu was also assisted by the Vice President of the Association by name Shri Dharampal. Shri N. A. Prabhu cross-examined the witnesses examined on behalf of the management.

10. In the affidavit the said workman alleged that the Enquiry Officer disallowed the questions put by him to the management witnesses. In this cross-examination he was shown a zerox copy of the enquiry proceedings. He then stated in his cross-examination that while disallowing the questions, the Enquiry Officer had recorded the reasons therefore. In his cross-examination he stated that he examined himself and examined two more witnesses who were not officer. Therefore, even though no employee (workman) as such besides the officers, was examined on behalf of the management, the fact remains that the evidence of other employees also came to be recorded in the enquiry proceedings, and as such, no prejudice has in any way been caused to the said workman. In his affidavit he has alleged that the findings recorded by the Enquiry Officer are perverse. In his cross-examination he stated that by 'perverse'..... he means.....'not fair'. On going through the report of the Enquiry Officer I find that his findings are not at all perverse, but they are just and proper, based on the material and evidence on record. The said workman then admitted in his cross-examination that during the course of the enquiry proceedings, he was supplied with the copies of the enquiry proceedings. It is then further seen from his cross-examination that before the penalty of stoppage of four increments was imposed upon him, he was issued with a

show cause notice by the management, and he had replied to it by his reply consisting of 12 to 13 pages. It is seen that the said reply was taken into consideration by the management, and thereafter the necessary punishment, as above, was imposed upon him. From the whole of cross examination of the said workman, I find that the enquiry was held properly and that the rules of natural justice were duly followed, and he was given every opportunity to defend himself, and he was heard before the final order of punishment was imposed upon him.

11. I have gone through the enquiry papers and the report of the Enquiry Officer, which is at Ex. 8/M. It is seen from the enquiry proceedings that four witnesses were examined on behalf of the management. The workman in question examined on behalf of the support of his case, and examined two more witnesses on his behalf. As noted above, the workman was given every opportunity to defend himself, and the respective witnesses were cross-examined by the respective Opposits party. The management witness Shri Sadanand Shetty deposed about the incident in question, and the slow work of the workman. It will be seen from the evidence of the workman himself that he admitted the incident to some extent. The Enquiry Officer concluded that on the day in question i.e. 12-1-1982 the workman was not overburdened with the work, and that the workman had not discharged the quantum of work expected of an average clerk. At page 12 of his report, the Enquiry Officer made the observations as follows :—

"With regard to the allegations of the management in the Chargesheet about remaining away from the seat for very long time by DE and abusing of the MW1 by DE with "Vulgar words". I am of the opinion that these charges were vague. In the absence of specific timing in the former case and also non mentioning of the exact so ended vulgar words in the latter case. I am unable to look into these allgation".

These observations show that the Enquiry Officer was quite an independent person, and was not interested in any of the parties. Even though he made the observations as above, in the further part of his report he recorded the finding that the charge of abusing the Assistant Branch Manager Shri Nimkar again and again, was well proved in the evidence of the four management witnesses. This charge of abusing the officers has been proved in the evidence of the management witnesses and the findings of the enquiry Officer in that respect is quite just and proper, and in no way perverse.

12. Further, the Enquiry Officer clearly stated that the workman did not throw the slip on the face of Shri Sadanand S. Shetty, and it was not proved that the workman had thrown the slips on the face of the superior officer. The enquiry Officer concluded that the workman felt humiliated and got angry, and went to the table of Shri Sadanand Shetty, Branch Manager, and threw the slips towards him, and had not thrown them on the face. This conclusion also shows that the Enquiry Officer was an independent person and had no bias against anybody. According to the Enquiry Officer, the evidence of the defence witnesses was unnatural, and they were exposed during their cross-examination. This also shows that he had applied his mind to the evidence on record, and his findings are not perverse. The Enquiry Officer further observed that the Branch Manager and the Assistant Branch Manager are among the senior officials of the Bank and that they would not stoop to the level of giving false evidence, and that too about the incident which took place in the office premises during the working hours and in the presence of all the staff members. This observation is also very material. The Enquiry Officer lastly concluded that the charge Nos. 2, 3 and 4 were duly proved against the workman. The Charge No. 1 against the workman was that he had thrown a bunch of slips on the face of Shri Sadanand Shetty. According to the Enquiry Officer this charge was proved with the modification that the bunch of slips was thrown towards the officer. I find that the charge Nos. 1 and 2 were proved with the modification that the bunch of slips was thrown, not of the face of the officer, but towards the officer. In

the result, the findings of the Enquiry Officer are just and proper, and are not perverse in any way.

13. To conclude, the finding on issue No. 1 is that the Enquiry held against the workman Shri K. Annappa Nank was held properly, and the rules of natural justice were followed, and the findings on Issue No. 2 is that the findings of the Enquiry Officer are not perverse.

P. D. APSEHANKAR, Presiding Officer  
[No. L-12012/130/85 D IV(A)]

का. आ. 1223:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1223.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL TRI-  
BUNAL-CUM-LABOUR COURT, CHANDIGARH  
Case No. I.D. 21/86

#### PARTIES :

Employers in relation to the management of  
Punjab National Bank.

AND

Their workman.—Balwinder Singh.

#### APPEARANCES :

For the workman.— Shri V. S. Malhi,

For the management.— Shri Malvinder Singh.

INDUSTRY : Banking STATE : Punjab.

#### AWARD

Chandigarh, the 30th March, 1989

On a dispute raised by Balwinder Singh an employee of Punjab National Bank Central Govt., had vide No. L-12012/17/85-D.IV(A) dated 4th February 1986 referred the following Industrial dispute to this Tribunal for decision :—

“Whether the action of the management of Punjab National Bank in relation to their branch at Katra Ahluwalia in Amritsar in stopping the payment of Gun allowance to peon-cum-Guard Shri Balwinder Singh w.e.f. 23-2-1983 is justified? If not, to what relief is the workman entitled?”

2. Case of the workman as set up in the claim statement is that he was working in Punjab National Bank at Katra Ahluwalia, Amritsar Branch as peon. On 27-4-1982 the Branch Manager through his order No. 82/82 dated 27-4-1982 had deputed bank peon to guard the bank gate with gun in view of the explosive situation of the town and particularly in the Bank area. In pursuance of the said order Balwinder Singh started working as armed guard and bank authorities which were paying him armed guard allowance stopped payment of the same w.e.f. 23-2-1983 and hence the reference.

The management in its answer filed has taken the view that service conditions of the petitioner are governed by para 5:6, 5:8 and 5:11 of the Bipartite Settlement of 1966 in terms of which the workman can be asked to perform the additional duties which may attract special allowance. It is pleaded that petitioner was asked to perform additional duties of Bank guard through office order No. 82/82 dated 27-4-1982 and after situation in the city showed improvement, it was decided by branch manager vide order 9/83 dated 23-2-1983 not to extract duty of guard from Balwinder Singh petitioner. Case of the respondent bank is that Balwinder Singh was asked to work as Bank guard temporarily for which he was paid allowance during the period for which he had worked as armed guard. It is mentioned that as name of Balwinder Singh could not be entered as retainer in the bank's gun, manager was advised by Regional Office that petitioner be not allowed to handle gun as per instructions and guidance of the government. Thereafter branch manager asked the petitioner to guard the premises with Danda (stick) and accordingly he was paid special allowance on pro-rata basis attached to the post of peon/chowkidar. It is mentioned further that on posting of permanent guard at Branch office Katra Ahluwalia, Amritsar petitioner was not required to perform duties of peon/chowkidar through office order 9/83 dated 23-2-1983 and as such he was not entitled to receive any special allowance from the date he ceased to perform the duties of peon/chowkidar. Alongwith reply management placed on file copy of letter of appointment dated 28-12-1981 showing appointment of Balwinder Singh as peon and copies of the office order No. 82/82 dated 27-4-1982 and 9/83 dated 23-2-1983.

3. Parties were afforded opportunity to lead evidence and only workman availed the opportunity. Shri Balwinder Singh petitioner filed affidavit Ex. W1 reiterating allegations made in the petitioner that he was given duties of armed guard vide order No. 82/82 dated 27-4-1982 and bank has stopped payment of armed guard allowance to him after office order No. 9/83 dated 23-2-1983. During his cross-examination he admitted that he joined service of the Bank as peon and no office letter was issued to him changing his designation from peon to armed guard.

There is no dispute between the parties on facts. Learned representative of the workman submits that the office order No. 82/82 dated 27-4-1982 does not specify if it was additional duty of armed guard or given on temporary basis and allowance once granted cannot be withdrawn without consent of the employee. In support of his argument he has referred me

para 5:6, 5:11 of the bipartite Settlement of 1966. Para 5:9 of the said settlement shows that workman will be entitled to special allowance only so long he performs such duty which attract special allowance. In the case in hand Balwinder Singh was given the duty of armed guard by branch manager through office order No. 82/82 dated 27-4-1982 which reads as under :

"Shri Balwinder Singh shall guard the Bank gate with gun in view of the explosive situation of the town and particularly in bank area."

Bank manager had withdrawn said duties through office order No. 9/83 dated 23-2-1983 which reads as follow :

"Balwinder Singh is required to note that his services for guarding the Bank premises are not required henceforth and shall perform the duties of a Peon only in the office with immediate effect".

The petitioner was given duties of armed guard in view of the explosive situation of the town and particularly in the area. Reason given for the additional duty was explosive situation of the town and area and this in itself suggests that duties as armed guard was given on temporary basis related to the law and order situation. It can not be accepted that additional duty on temporary basis attracting special allowance once given can not be withdrawn. It is none of his case if he has been performing duties of armed guard after 23-2-1983. Admittedly petitioner was substantive peon. He was given temporary duties of armed guard and was paid special allowance for the period he had worked as armed guard. Stoppage of payment of special allowance on withdrawal of duty of armed guard from him was in no way change of condition of his services to require prior notice under Section 5-A of the I.D. Act 1947.

There is no merit in the claim set up by workman. Reference is returned with the findings that action of the management of Punjab National Bank in stopping payment of gun allowance to Balwinder Singh w.e.f. 23-2-1983 is justified and he is not entitled to any relief.

Chandigarh.

M. S. NAGRA, Presiding Officer  
[No. L-12012/17/85-D. IV(A)]

का. आ. 1224:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1224.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central

Government Industrial Tribunal, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the Canara Bank and their workmen, which was received by the Central Government.

## ANNEXURE

BEFORE SHRI G. S. KALRA; PRESIDING  
OFFICER; CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL; NEW DELHI

I.D. No. 66/87

In the matter of dispute between

Shri Jagdishwar Shukla, c/o. New Delhi General Mazdoor Union, B-89, Gulmohar Park, New Delhi.

Versus

The Manager, Canara Bank, Delhi Circle Office(s) Martial House, 1, Hanuman Road, New Delhi.

## APPEARANCES :

Shri T. M. Nagarajan with the workman.

Shri N. C. Sikri for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/26/87D.IIA/D.III(A) dated 12-8-1987 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Management of Canara Bank with whom the erstwhile Laxmi Commercial Bank Ltd., has been amalgamated is justified in not, reinstating the workman, Shri Jagdishwar Shukla as he has not been paid retrenchment compensation ? If so, to what other benefit the workman is entitled ?"

2. The facts of this case fall into a narrow compass. The claimant workman was employed in the erstwhile Laxmi Commercial Bank Ltd. since 18-6-60. The Laxmi Commercial Bank was amalgamated with the Canara Bank w.e.f. 24-8-1985. Clause 10 of the scheme of amalgamation which is relevant for the purpose of the present controversy is reproduced below :

"(10) All the employees of the transferer bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the close of business on 27th April, 1985.

Provided that the employees of the transferor bank who have, by notice in writing

given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules of authorisations of the transferor bank immediately before the close of business on 27th April, 1985.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over the liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank."

The Canara Bank also vide circular No. 23/85 dated 3-9-1985 asked for the options from the employees of the erstwhile Laxmi Commercial Bank whether they had intention of not becoming employees of the transferee bank in a prescribed proforma. The workman exercised his option on 23-9-85 intimating his desire of not continuing in service of the Canara Bank. In pursuance of the option exercised by the workman he was relieved from service of Canara Bank w.e.f. 16-12-1985. The workman vide his letter dated 19-5-86 raised a demand for reinstatement in service on the ground that his resignation in response to the office notification dated 23-8-85 was conditional upon the Management honouring its commitment to pay his dues. As the Management had not honoured its commitment, it had rendered his resignation invalid and hence he demanded reinstatement with continuity of service and with full back wages. The matter went before the conciliation officer but it could not be settled and this is how the present reference has been made to this Tribunal.

3. Before this Tribunal the case of the workman continues to be what was stated by him in his letter dated 19-5-1986 to the Management which has been briefly alluded to above. Although the Management has filed a long winded written statement, its case in brief is that the workman had voluntarily resigned from his job by exercising option of not continuing in the service of the transferee bank i.e. the Canara Bank and the option once exercised could not be revoked as there is no such provision in the scheme of amalgamation. It was further stated that the option exercised by the workman had in fact been acted upon and he was relieved from service w.e.f. 16-12-1985 and the workman accepted his salary for 16 days of December, 1985 which was credited to his account.

The voluntary option given by the workman amounted to resignation from service and consequently it did not constitute retrenchment and the workman was not entitled to any retrenchment compensation.

4. Two main questions arise for consideration in this controversy. Firstly whether the option exercised by the workman in terms of the scheme of amalgamation amounted to voluntary resignation or retrenchment and secondly whether option once exercised could be revoked by the workman.

5. The second question is taken up first. As is apparent from clause 10 of the scheme of amalgamation the option whether or not to continue in service of the transferee bank was to be exercised within one month of the notification dated 23-8-1985. The workman did exercise his option not to continue in the service of the transferee bank within the stipulated period. The said option given by the workman was actually acted upon by the Management and the workman was relieved from service w.e.f. 16-12-1985. There is no provision for revocation of option once exercised in the scheme of amalgamation. In addition the option had actually been acted upon by the Management. Under the circumstances, the option exercised by the workman could not be revoked. The contention of the workman that the option exercised by him was conditional upon the Management making payment of his dues and that since the Management did not fulfil those conditions he could withdraw his option, is untenable and unacceptable. Under the scheme of amalgamation the workman had just to decide whether he wanted to continue in service or not to continue in service with the transferee bank and no authority had been vested in him to impose any conditions for exercising the said option. The consequences which were to follow the exercise of the said option have been mentioned in clause 10 of the scheme of amalgamation itself. In fact, the so called condition inserted by the workman is covered by the consequences as mentioned in clause 10 of the scheme of amalgamation. Thus it has been provided in clause 10 *ibid* that in case a workman opted not to continue in the service of the transferee bank he shall be entitled to the payment of such compensation if any under the provisions of the Industrial Disputes Act 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules of authorisations of the transferor bank immediately before the close of business on 27-4-1985. The compensation which was to be paid could not be treated as retrenchment compensation because in the second proviso itself a mention has been made to the payment of retrenchment compensation in the event of the employees of the transferor bank being retrenched by the Management of the transferee bank and thus a distinction has been drawn between the compensation which was to be paid on the option not to continue in service and the retrenchment compensation which had to be paid in the event of retrenchment. If the workman has got any grievance of non-payment of dues consequent upon the exercise of his option, he can file a claim under section 33-C(2) of the I.D. Act. Hence it is held that the option once exercised by the workman could not have been revoked even

inspite of the so called conditions inserted by him in the option not having been complied with.

6. In so far as the first question is concerned it has been to an extent answered in para 10 of the scheme of amalgamation itself where distinction has been drawn between the compensation payable on the exercise of the option and the retrenchment compensation which is payable in the event of retrenchment which indicates that the option not to continue in service of the transferee bank will not amount to retrenchment. Section 2(oo) of the Industrial Disputes Act is reproduced below :

“(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health;

It is proved that the workman has voluntarily opted not to continue in the service of the transferee bank and, therefore, it amounts to voluntary retirement from service and is covered by clause (a) of Section 2(oo) *ibid*. Hence it was a case of voluntary retirement and not a case of retrenchment.

7. In view of the discussion made above this reference is answered against the workman and in favour of the Management and it is held that the workman is not entitled to any relief. The ad-interim stay order passed in favour of the workman regarding recovery of dues from him by the Management is hereby vacated. This reference stands disposed of accordingly.

G. S. KALRA, Presiding Officer

[No. L-12012/26/87-D.II(A)]

का.आ. 1225—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 1225.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Union Bank of India and their workman, which was received by the Central Government.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 1, BOMBAY  
REFERENCE NO CGIT-3 OF 1986

### PARTIES :

Employers in relation to the management of Union Bank of India.

AND

Their workman.

### APPEARANCES :

For the Management—Mr. Kaka, Advocate.

For the Workman—Mr. Udeshi, Advocate.

INDUSTRY—Banking.

STATE—Maharashtra.

Bombay, the 6th day of May, 1988

### AWARD

By Order No. L-12012(54)/85-D.II(A) : dated 28-12-1986 the Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Union Bank of India in terminating the services of Miss J. P. Panthaky, Clerk working in the Banks' Accounts Department of Central Office, Bombay w.e.f. 3rd September, 1983 is justified. If not what relief the workman concerned is entitled to?”

2. Miss J. P. Panthaky was appointed in the services of the Bank as a Typist with effect from 12-1-1970 and was posted in the Foreign Exchange Department of Princess Street Branch. Her services were terminated with effect from 17-7-1974 due to prolonged absence for a period of seven months without prior intimation and/or sanction. She was reinstated in service with effect from 17-6-1983 as per award of the Central Government Industrial Tribunal No. 1 Bombay in reference No. CGIT-22 of 1978. She was dismissed from service of the Bank by order dated 3-9-1983 as a result of enquiry held against her in respect of charges mentioned in the chargesheet dated 21-8-1982 Ext. M-13 and supplementary chargesheet dated 12-10-1982 Exh. M-14.

3. In the first chargesheet she was charged for the following misconducts :—

1. Riotous and disorderly behaviour on the premises of the Bank.
2. Acts subversive of discipline.
3. Act prejudicial to the interest of the Bank.
4. Unruly, unseemly behaviour while on duty.
5. Failure to show proper consideration courtesy to superiors and colleagues.

The facts on which these charges were found were stated in the chargesheet-cum-show cause notice dated 21-8-1982. Instances of late attendance were also mentioned in the annexure appended to the said chargesheet-cum-show cause notice. Same misconducts were attributed to Miss Panthaky in the supplementary chargesheet dated 12-10-1982 in which some more instances of her misbehaviour were mentioned. Admittedly the enquiry held against her by Shri A. V. Gokaran, Superintendent, Department of Personnel in the Central Office of the Bank was an ex-parte enquiry. The dismissal order dated 3-9-1983 was also pasted at the entrance door of Miss Panthaki's residence.

4. It is the case of the workman that after taking her back in service she was harassed by the Bank through some of its officers as a planned strategy hatched out to throw her out of her job again or any available pretext as in the previous dispute the Bank had lost against her. According to Miss Panthaky, when on 8-9-1983 she was not at her residence and had gone to Princess Street Branch of the Bank for withdrawing money from her Staff Savings Bank Account, the two documents namely the order dated 3-9-1983 and the Memo. dated 3-9-1983 came to be pasted at the entrance door of her residence. She assented in the statement of claim that at no time any other documents were served on her so as to give her notice regarding any alleged enquiry or any allegations or charges. It is in these circumstances, according to her she raised an industrial dispute U/s. 2A of the I.D. Act by her petition dated 10-10-1983 addressed to the Regional Labour Commissioner and she reiterated, adopted and confirmed the facts stated by her in the aforesaid petition dated 10-10-1983 addressed to the Regional Labour Commissioner and the letters dated 25-1-1984, 23-4-1984, 15-6-1984 & 24-7-1984 addressed to the Assistant Labour Commissioner (C). She contended that for the reasons mentioned in the aforesaid documents the dismissal order dated 3-9-1983 is illegal, null and void ab initio, inoperative and not binding on her. According to her the said order was passed in flagrant violation of well-settled principles of natural justice, equity and fair play.

5. The Bank denied that Miss Panthaky was earlier reinstated because her services were illegally terminated and maintained that the earlier dispute was settled as a gesture of goodwill on sympathetic grounds looking to the young age of the workman. The Bank also denied that the workman was harassed by officers of the Bank, after she was taken back in service. The incidents, which took place between 17th June, 1982, the day on which the workman joined duty as consequence of the above referred settlement and 15th September, and on which the charges mentioned in the two chargesheets were based are described in details in paragraphs 2 to 6 of the written statement of the Bank. According to the Bank the chargesheet dated 21st August, 1982, was forwarded by Registered A.D. and under certificate of posting to the workman's last known residential address in the bank's record and while the registered A.D. envelope was returned undelivered by the postal authorities after making three attempts to serve, with the remarks

N.F.D.T. (Not Found), the envelop sent under certificate of posting was not returned to the Bank. The chargesheet dated 21st August, 1982 was again sent alongwith the supplementary charge-sheet, by registered A.D. but that envelope also was returned with the same endorsement. Hence copies of the chargesheets were sought to be served on the workman personally by the Personnel Officer Shri Thomas in the presence of two witnesses namely Shri C. J. Thanki and Shri G. S. Date, on 22-10-1982 when the workman was seen in the canteen of the Bank but the workman flatly refused to accept the chargesheets. This refusal was recorded by Shri Thomas on the office copies of the chargesheets. The Enquiry Officer therefore fixed the enquiry on 16th May, 1983 and issued a notice of enquiry dated 29th April, 1983. According to the Bank the workman refused to accept this notice also, which was sought to be served on her personally at her residence by Shri Thomas on 2nd May, 1983 at 4.30 p.m. and hence the enquiry officer proceeded with the enquiry ex-parte as against the workman. It is also the case of the Bank that proceedings of the enquiry held on 16th, 17th and 18th of May, 1983 were forwarded to the workman under cover of letter dated 19th May, 1983 by registered A.D. at the workman's known residential address, informing the workman the next date of hearing, mentioning that on that date she would be given an opportunity to cross-examine the Bank's witnesses and to present her own case, but the envelope containing these documents was returned undelivered by the postal authorities after making three unsuccessful attempts to serve the same on the workman. The workman failed to appear before the enquiry officer on 19th June, 1983 and hence the proceedings were concluded and the workman was informed accordingly by letter dated 23rd June, 1983. She was also informed that in case she desired to make any written submission in the matter she could do so on 11th July, 1983. The letter also was returned undelivered with the postal endorsement N.F.D.T. The findings of the enquiry officer were also sent by Registered A.D. post under cover of letter dated 25th August 1983, informing the workman of the proposed punishment and fixing 1st September, 1983 as the date for personal hearing. But that envelop was also returned unserved with the postal endorsement "Left Returned to the sender" and consequently the workman did not turn up for personal hearing. According to the Bank the findings of the personnel hearing the final order dated 3rd September, 1983 were attempted to be served on the workman by Shri G.N. Gonsalves and Smt. S. Vesura, at her residence on 8th September, 1983 but the workman refused to accept the same and hence the final order alongwith the proceedings were pasted on the door of her residence. The Bank maintained that it has fully complied with the provisions of law, the principles of natural justice as well as the rules governing the disciplinary proceedings under service regulations applicable to the members of the award staff and that ex-parte proceedings had to be held because the workman at all stages, refused/evaded service. The Bank further maintained that looking to the gravity of the misconducts, the punishment of dismissal is fair, proper and just.

6. As the workman has challenged the factum and validity of the enquiry that issue will have to be

answered as a preliminary issue. The enquiry held against the workman was held ex-parte on the ground that the workman evaded service of and refused to accept the notices issued by the enquiry officer at various stages of the enquiry. According to the workman except the memo, dated 3-9-1983 and the final order of even date, which were pasted to the door of her residence in her absence, no other notice, memo, etc. was served on her to give her notice of the enquiry or to make her aware of the charges levelled against her. She however did not file any rejoinder to the written statement, in which the Bank mentioned in details the steps taken to serve the workman at various stages of the departmental proceedings and how the enquiry officer was constrained to proceed with the enquiry ex-parte in view of the conduct of the workman in avoiding postal service and in refusing personal service. This omission to file a rejoinder assumes significance in view of the fact that the workman did not step into the witness box to controvert on oath the oral evidence led by the management and to explain the circumstances in which the notices, memos and copies of proceedings sent by registered A. D. at her correct residential address were returned unserved. It is not disputed that address at which the postal communications were sent was the correct residential address of the workman. It is also not the case of the workman that at the material time and on the relevant dates she was not residing at the said address.

7. It is also difficult to accept the contention that the Bank officers created false record as a part of the disabological plan hatched by the management, to wreck vengeance on the workman for other triumphant reinstatement in service as a consequence of the award in the earlier reference. The preamble of the terms of settlement in the earlier reference viz. Reference No. CGIT-22 of 1978 negatives this tall claim of the workman. The opening clause of the term one of the settlement is "with a view to resolve the dispute amicably and as a gesture of good-will, Union Bank of India agrees to reinstate Kum. J.P. Panthakey" Further even though she was given continuity of service she was not to get wages for the period of eight years she was out of employment but was to be paid comparatively paltry sum of Rs. 20,000/- towards wages, leave wages, bonus, ex-gratia payments all other allowances, perquisites and privileges for the period from 2nd July, 1974 to 16th June, 1982. This circumstance supports the case of the management that the workman was reinstated in service as a matter of goodwill looking to her young age. There was thereafter no reason for the management to harass the workman or to create false record to throw her out. Moreover creating false record in this case required active assistance not only of several responsible officers of the Bank but also of the postal authorities, which it is difficult to expect.

8. The management has placed on record all the relevant documents to prove the efforts made to serve the workman with the necessary documents at various stages of the enquiry in order to give her an opportunity to participate in the enquiry and to defend herself. The management has also led the evidence of the enquiry officer Shri A. V. Kokaran who was also the disciplinary authority Shri G. E. Gonsalves, who had accompanied the

personnel officer Shri Thomas to the residence of the workman on 2-5-1983 and 4-9-1983 and Shri Jamnadas Thanky in whose presence the chargesheets Exh. M|13 and Exh. M|14 were sought to be served on the workman by Shri Thomas on 22-10-1982 in the canteen of the Bank.

9. At Exh. M-8 and M-9, the Bank has produced the sealed packets with acknowledgement receipts, addressed by the Bank to the workman at her address on 10th September, 1982 and 14th October, 1982 and which were returned to the Bank by the postal authorities, undelivered with the endorsements N. F. O. T. dated 15th September, 1982 and 16th October, 1982. These documents substantiate the case of the management that the chargesheet cum memo, dated 21st August, 1982 issued by Shri Limbuvala and the supplementary chargesheet were sought to be served on the workman by registered post but that method of service was unsuccessful and hence these chargesheets were sought to be served on the workman personally.

10. Exh. M|13 and Exh. M|14 are copies of the chargesheet cum memo, dated 21st August, 1983 and the supplementary chargesheet dated 16th October, 1982. According to the Bank these documents were sought to be served on the workman by the Personnel Manager Shri Thomas on 22nd October, 1982, in the canteen of the Bank. The first (Exh. M-13) bears the following endorsement purposed to have been made by Shri Thomas.

"Memorandum was attempted to be served on Kum. Panthaky on 22nd October, 1982 at 12.30 p.m. at the canteen by me in presence of Shri C. J. Thanky, Personnel Officer and Shri Date. The same was refused by Miss Panthaki".

The endorsement on Exh. M-14 is almost identical except that the second sentence is written in place of the underlined clause and the said clause is replaced by a separate sentence. "The refusal was witnessed by Shri C. J. Thanky, Personnel Officer, and Date, Officer, I. R. Section." These endorsements are proved by Shri C. J. Thanky. He stated as follows in his examination in Chief after tendering Exh. M-13 and M-14 in evidence. -

"The endorsements on both these documents are in the handwriting of Mr. Thomas. Shri Thomas made these endorsements and signed below them in my presence. Myself and Shri Date have also signed both these endorsements about refusal by the workman to accept the chargesheets."

Shri Thanky has stated the incident in details in his affidavit, which was treated as his examination-in-chief. There is absolutely nothing in his cross-examination to discredit his testimony. His ignorance as to who had signed Exhibits M-13 and M-14 and whether they were the original chargesheets or copies as also whether Miss Panthaky was



on leave or on duty or under suspension cannot effect his veracity. Moreover, no attempt was made to show that he was so much interested in the management and inimical to the workman as to be a party to fabricating false document.

11. As held by the Supreme Court in the case *Mackenzie and Co. Vs. Its workmen* (1959 I LJ, page 285) service of chargesheet etc. as per standing orders invalid service. The standing orders governing employees of the Bank are incorporated in the Bipartite Settlement dated 19-10-1966. Paragraph 19.16 of this settlement reads as follows :—

"19.16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absence employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where such notice, order, charge-sheet, communication or intimation is sent by registered post with acknowledgement due, the same shall, at the discretion of the officer of the bank concerned, be deemed to have been duly served upon the employee, if the same has been refused by the employee."

12. Personal service of the chargesheets and other communications was sought to be effected, as service by registered post was not successful. The personal service was sought to be effected by Shri Thomas in the presence of two witnesses, as contemplated by the above quoted provision of the Bipartite Settlement. The enquiry officer therefore was perfectly justified in proceeding with the enquiry ex-parte as against the workman, in view of her refusal to accept the chargesheets and other communications sought to be served on her personally. Moreover it was not even necessary to serve the chargesheets by registered post. Paragraph 19.16 of the Bipartite Settlement recognises personal service as an independent mode of service.

13. Much is sought to be made of the fact that Shri Thomas is not examined to depose about the personal service sought to be effected by him on 22nd October, 1982 and 2nd May, 1983. But Shri Thomas has already left the employment of the Bank. Moreover the Bank has led evidence of Shri Thanky, who was one of the two witnesses who was present when personal service was sought to be effected on 22nd October, 1982 and Shri Gonsalves, who was present for the personal service on 2nd May, 1983.

14. As mentioned above the enquiry was held by Shri A. V. Gokran. He informed the workman about

his appointment as an enquiry officer by his letter dated 29th April, 1983, (Exh. M-7). By this letter the workman was also informed that the enquiry will be held on 16th May, 1983. This letter was sought to be served on the workman on 2-5-1983 by Shri Thomas, but Miss Panthaky refused to accept it. Shri G. K. Gonsalves, who was one of the two persons who accompanied Shri Thomas, speaks about the abortive attempt to serve the memo Exh. M-7 on the workman. The letter bears the following handwritten endorsement.

"Attempted to serve the memorandum on Kum. Panthaki at her residence on 2nd May, 1983 at 4.30 p.m. Refused to accept."

Shri Gonsalves stated in his examination-in-chief that the endorsement on the original notice of enquiry (Exh. M-7) is in the handwriting of Shri Thomas, that both Shri Thomas and he himself signed below the endorsement and that Shri Thomas wrote the endorsement and signed below it in his presence. In his affidavit of evidence he described the incident dated 2-5-1983 as follows :—

"I say that Shri Thomas and myself knocked at the door of her residence several times. I say that thereupon, the workman shouted at us and asked us who had come to see her. I say that I told her that Shri Thomas and myself had come from Union Bank of India for serving the Notice of Enquiry. I say that on hearing that officers from the Union Bank of India had come to her residence, the workman refused to open the door and instead started to poke fun at the officers for coming to her residence and shouted again and again that she would not open the door under any condition. I say that Shri Thomas and myself repeatedly requested and tried to persuade her to open the door and to accept the said Notice of Enquiry. However, the Workman totally refused to accept the same and instead jeered and made fun of Shri Thomas and myself. Thereupon I and Shri Thomas orally informed the Workman of the gist of the Notice of Enquiry."

15. There is nothing in the cross-examination of Shri Gonsalves which supports the contention of the workman that neither Shri Thomas nor anyone else had come to her house on 2-5-1983, to serve any memorandum, that the story about her refusal is a conceived one and that the endorsement of refusal on Exh. M-7 is false. It is true that in his cross-examination he slightly exaggerated the matter. When Exh. M-7 was sought to be served on the workman he was not knowing whether Exh. M-8 and M-9 were returned unserved. He was not informed anything about it by Shri Thomas. He also did not make any report about the workman's refusal to accept the Memorandum. But that would not discredit his testimony on the question of workman's refusal to accept M-7 because he merely accompanied Shri Thomas, who asked him to do so. At that time he was working as a Routine Officer in the Personnel Department while Shri Thomas was the Personal Officer. His claim that he knew the voice of the workman and he recognised her voice when she shouted from behind



the closed door of her house cannot be rejected. The failure to paste Exh. M-7 on the door of the workman's house after her refusal to accept it, does not render the endorsement false or invalid. Shri Gonsalves's evidence leaves absolutely no doubt that the workman refused to accept the notice of enquiry Exh. M-7.

16. Shri Gonsalves also claims to have attempted to serve copies of the personal hearing proceedings, findings of the personal hearing and the dismissal order, on 8-9-1983. According to him on 8-9-1983 he visited the residence of the workman alongwith Smt. Sheila Vesuna, to serve the abovementioned documents on the workman but the workman refused to open the door, and hence they made enquiries with a group of labourers working in a neighbouring flat who told them that Miss Panthaky was inside her flat and hence Smt. Vasuna again knocked the door several times but the workman did not open the door whereupon he pasted the aforesaid documents on the door of the workman's residence. Original of these documents are produced at Exh. M-10, M-11 and M-12. Shri Gonsalves has also stated that he made an endorsement of refusal on the order of dismissal Exh. M-12 and that he himself and Smt. Vasuna signed below it. The endorsement is as follows :—

"I was accompanied by Smt. Sheila Vesuna to the residence of Miss Panthaky and an attempt made to serve the final order alongwith the proceedings and findings of enquiry. She however refused to accept the same and the final order alongwith proceedings/findings were pasted on her door."

17. Shri Gonsalves has admitted that he was instructed by Shri Limbuvala, that in case the workman refused to accept the order or if she was not found at her residence, the order should be pasted on the door of her house. He also admitted that he did not make any separate report either to Shri Limbuvala or to the Enquiry Officer and that he made the endorsement on Exh. M-12 after returning to the office. But the workman has admitted that the documents were pasted to the door of her house. This could not have been done without somebody on behalf of the management actually going to her house. There is therefore no reason to disbelieve Shri Gonsalves.

18. The enquiry was conducted by Shri Gokarn. He proved the proceedings of enquiry, which are marked Exh. M-17 collectively. As the workman refused to accept the chargesheets and also the notice of enquiry, Shri Gokarn was fully justified in proceeding with the enquiry ex-parte against the workman. He stated that as Miss Panthaky did not remain present during the enquiry, copies of the enquiry papers were sent to her in a cover by registered post with a covering letter. But the envelope was returned unserved with postal endorsement "Not found (N.F. D.T.)". He produced the envelope which was marked Exh. M-18. He also produced at Exh. M-19 the office copy of the letter alongwith which the enquiry papers were forwarded to the workman. It appears that he again sent the papers by registered post but that packet was returned unserved with the postal endorsement "left". The said envelope and office copy

of the letter with which the papers were sent on the second occasion are produced on record at Exhibits M-20 and M-21. Shri Gokarn further claimed that he had forwarded by registered post, alongwith a covering letter the findings recorded by him but that envelope was also returned unserved. He produced the envelope and office copy of the covering letter which were marked Exhibits M-22 and M-23.

19. The documentary evidence produced on record clearly shows that utmost efforts were made to serve the workman at every stage of the enquiry proceedings, every step was taken to apprise the workman of the enquiry proceedings and to make her participate in the enquiry proceedings but the workman avoided postal service and refused and dodged personal service. As mentioned above, it was never the case of the workman that she was not residing at the address to which the registered letters were sent nor has she made out a case that she was away during the relevant period. It is also pertinent to note that the period during which the communications were sent was not short: It was spread over nearly a year. Hence the fact that each and every communication sent by the management during this period was returned unserved, does show a deliberate design to avoid service and consequent participation in the enquiry.

20. It will be seen from the Enquiry Proceedings (Exh. M-17) that Shri Gokarn, proceeded with the enquiry on 16th May, 1983. Before recording the evidence tendered by the management he recorded the absence of the workman and took on record at Exh. E-1 the enquiry notice (Exh. M-7) on which workman's refusal to accept the same was recorded and marked as Exh. E-2 and Exh. E-3 copies of the charge-sheets (Exh. M-13 and Exh. M-14) on which refusal to accept the same by Miss Panthaky was recorded. On 16th he recorded evidence of five witnesses and took on record several documents tendered and proved by them. The enquiry was adjourned to 17-5-1983 on which date two witnesses were examined. Evidence of one more witness was recorded on the 18th on which date the management closed its case. Thereupon the Enquiry Officer made the following observation :—

"Since Kum. Panthaky has not participated in the proceedings the same comprising pages 1 to 9 are forwarded herewith by Registered A.D. to her residential address in order to afford her one more opportunity to defend her case. The proceedings of the enquiry will now be resumed on 9th June, 1983 at 1.00 a.m. in the premises of Industrial Relations Section 8th floor, Central Office. On the aforesaid date Kum. Panthaky will be given an opportunity to cross examine the Management Witnesses and to present her case in defence. In case, however, Kum. Panthaky fails to present herself for the proceedings on the aforesaid date, time and place without sufficient reason it will be presumed that she does not wish to participate in the proceedings and defend her case. Accordingly, the proceedings will be concluded and the findings recorded, on that basis, further, the orders passed based on such

findings will be valid and binding on Kum. Panthaky."

21. As mentioned above copies of the enquiry papers were forwarded to the workman by registered post twice in the envelopes Exhibits 18 and 20 along with Exhibits 19 and 21 which are copies of the covering letters which were marked Exhibits 18-A and 20-A. It is true that as mentioned in Exhibit 18-A copies of the chargesheets and notice of enquiry were not sent with the said letter. But other contents of Exhibits 18 and 20 support the claim of Shri Gokaran that he had forwarded copies of the enquiry papers to the workman as per his remarks on 18-5-1983.

22. Grievance is made by the workman that copy of the order (Exh. M-16) appointing Shri Gokarn as the Enquiry Officer was not sent to the workman; that the enquiry notice Exh. M-7 was not sent by registered post and that the workman was not informed of the dates to which the enquiry was adjourned. There is no substance in these contentions. It was not necessary to furnish the workman with a copy of the appointment order of the Enquiry Officer. As mentioned above Exh. M-7 was sought to be served on the workman personally but she refused to accept the same. Personal service is recognised by the Bipartite Settlement as a valid mode of service. It is also pertinent to note that before Exh. M-7 was issued the workman had refused to accept Exhibits M-8 and M-9 which contained the chargesheets. It was also not necessary to inform the adjourned dates because the workman had refused to accept the notice of enquiry and had remained absent on the date on which the enquiry was commenced.

23. Some capital was sought to be made of the fact that even though Shri Gokaran and Shri Limbuvala were of the same rank and Shri Gokaran himself was the disciplinary authority, by virtue of the notification issued by the Chairman and Managing Director of the Bank on 25th May, 1981 he was constituted enquiry officer by an order passed by Shri Limbuvala. This submission is based on a wrong reading of the letter of appointment Exhibit M-17. It is not an appointment order. It is a letter of request. By this letter Shri Limbuvala entrusted the enquiry to Shri Gokarn requesting him hold an enquiry into the charges levelled against Miss Panthaky. The preamble of the letter Exh. M-17 reads as follows :—

"Shri A. V. Gokaran by virtue of his holding the post of Superintendent is, in terms of the Notice of the Managing Director, Circulated vide staff circular No. 2309 dated 28th May, 1981, appointed as a Disciplinary authority and is authorised and empowered to take disciplinary action against members of the workmen staff in the Bank.

Pursuant to the above appointment and authorisation, Shri Gokaran is hereby requested to hold an enquiry....."

It is thus clear that Shri Gokaran was generally empowered to hold the enquiry against Miss Panthaky and pass the final order and he was requested

to do so by Shri Limbuvala, who had issued the chargesheets. Shri Gokaran has explained the reason why he could not have himself initiated the enquiry. According to him he could not have initiated the proceedings because all industrial relations matters were centralised with Industrial Relations Cell.

24. True it is that Shri Gokarn stated that he passed the dismissal order as the Enquiry Officer. But this statement was obviously wrong. He was also the disciplinary authority and this position is specifically stated in the first paragraph of the enquiry proceedings. He was competent to pass the dismissal order and the dismissal order is not rendered invalid merely because while signing it he described himself as Enquiry Officer.

25. I therefore hold that there was every justification for holding the enquiry ex-parte and that the enquiry was fair and proper.

Bombay, the 7th October, 1988

#### AWARD—PART-II

26. As mentioned above, the dismissal order was passed on composite enquiry in respect of two chargesheets served on the workman. The first charge-sheet (Ex. M-13) was served on the workman on 1-8-1982, the date on which she was suspended and the second (Ex. M-14) was served on her on 12-10-1982.

27. In the first charge-sheet dated 21-8-1982, five charges were levelled against Miss Panthaky. She was charged with (i) Riotous and disorderly behaviour on the premises of the Bank, (ii) acts subversive of discipline, (iii) act prejudicial to the interest of the Bank, (iv) untruthfully unseemly behaviour while on duty, and (v) failure to show proper consideration, courtesy to superiors and colleagues. The acts of omission and commission on which these charges were based and which were enumerated in details in the charge-sheet were as follows :—

"On 11th August, 1982 after reporting for duty and while attending to her work on her desk she started shouting in a loud tone using abusive and offensive language making objectionable remarks against her own community as well as against the Bank thus not only offending the sentiments of the employees of the Bank, but also disturbing the office atmosphere of the department. She was also gesturing wildly disturbing the entire working of the Department. When her superiors instructed her to remain quiet and attend to her work she lost her temper at them and told them "shut up please go away" and continued shouting, abusing and cursing. All efforts to pacify her only resulted in her further indulgence in shouting and causing disorder in the Department.

Since she became uncontrollable and was not inclined to listen to her superiors and also

in view of the apprehended violence from her, Security Staff was summoned to manage her and to take charge of the situation. Captain Gabriel, Security Officer was deputed to the department who observed that Kum. Panthaky still continued shouting and gesturing wildly using abusive language. When Captain Gabriel approached her and enquired about her problems she jumped out of her chair and stormed out of the office yelling "you all do not believe in live and let live idiots".

It has further been reported that on 4th August, 1982 Kum. Panthaky during lunch time at the canteen misbehaved with some of her colleagues and talked to them in abusive and filthy language as follows :

"You are chhinar, randi and all parsi ladies are Chinnar and randi meaning prostitutes. Parsi ladies chi-chhi. She also dared them to get up and fight with her saying 'come out. I will pull your hair and you pull mine'.

It has further been reported that since the time of joining Kum Panthaky was in the habit of questioning the orders of the Officers and also making unpalatable remarks about them. The following are such instance :—

- (i) On 17th June, 1982, she was heard commenting near the typist pool, on seeing a few Officers entering the Manager's cabin for some work "whether these are cham-chas|chamachies of Management."
- (ii) When oral instructions are given to her, allocating work she refuses to carry out the work unless such instructions are in writing.
- (iii) She indulges in talking to herself in a loud tone in an unusual language, disturbing the entire working of the department.
- (iv) When her late attendance used to be marked in red ink (details of which are shown in the Annexure-I) she objected to the same loudly by disturbing the department and complaining to the Officer that the officer is purposely noting her name first instead of others.
- (v) When instructions regarding the daily work is given to the staff, she makes comments such as "Chalo bachha lokh seat per baith jao, teacher agaya". When she was orally requested by the superiors to refrain from making such comments she replied saying "you can go to the Managing Director, Mr. Limbuwaia, Mr. Paradkar or anybody I don't care my Advocate will reply and if you enquire and ask anything I will send notice to all of you I don't care who cares for you. You are just machars."
- (vi) She was heard threatening one of the Telephone Operators over the phone that if her

number is not given she will issue Advocate's notice to her.

- (vii) On 17th July, 1982, at 2 p.m. she was heard shouting and abusing in the department. It was disturbing others, she was requested by the Superintendent to talk softly, she still continued with her shouting. The Superintendent made a complaint to the Manager, who called her in his cabin. She refused to go before the Manager saying "I am busy I cannot come".

It has further been reported that Kum. Panthaky is in the habit of attending late for duty. Since incidents of late attendance are given in Annexure-I."

27. The charges levelled against the workman by the first charge sheet were based on the complaint dated 6-8-1985 submitted by the Superintendent, Department of Personnel Industrial Relations Section of the Central Office by Mrs. Z. A. Limki and Mrs. S. A. Demania, the report dated 11-8-1982, made by Shri A. D. Kanga, the Manager of the Branches Accounts Department to the Manager (P), Department of Personnel, Central Office, Bombay, the report dated 14-8-1982, submitted by the Security Officer Shri J. N. Gabriel to the Deputy General Manager (Administration) the complaint made by 21 employees of the Branches Accounts Department where Miss Penthaky was working to the Manager of the said Department and the Muster-roll for the period from 18-6-1982 to 11-8-1982. These documents were proved by Miss. Lamki, Mrs. S. K. Gaitonde, Smt. N. B. Sanjana, the Security Officer Shri J. M. Gabriel, Shri A. D. Kanaga, and Shri P. Rao who were examined as witnesses for the management and who spoke about the incidents mentioned in the above referred reports and complaints. Their evidence remained un-challenged obviously because the enquiry was held ex-parte as against the workman.

28. In the first complaint dated 6-8-1982, Mrs. Limki and Mrs. Demania mentioned two incidents which took place on 2-8-1982 and on 4-8-1982. They stated as follows :—

"This is to inform you that on 2nd August, 1982 whilst we are standing in line to wash our hands at the wash-basin in the canteen, Kum. Panthaky pushed my friend and tried to get into the queue. Then she pushed me where I was standing and started to wash her hands out of turn in another line. I objected to this unruly behaviour of Kum. Panthaky saying to my friend, "is she mad" At this, Kum. Panthaky told me that "I am mad, you are mad and that the whole Union Bank is mad". Since this was a very minor incident we did not find it worthwhile to report the same to the higher authorities.

However, we have to bring to your notice that on 4th August, 1982 at about 1 O'clock were having lunch in the canteen. Two seats by our side were vacant. Kum. Panthaky came to the table in order to

occupy the vacant chair. At this, we told her that we were expecting friends to join us for lunch. Kum. Panthaky occupied one of the vacant chairs and stated "do you know how to talk ? There is no stamp on these chairs. This is not your father's place and you are not supposed to reserve places."

Then she started using filthy words, shouting and abusing as follows :—

"You are chhinaar, randi and all Parsi ladies are Chhinar and Randi meaning prostitutes. Parsi ladies chhi-chhi. She also dared me to get up and fight with her saying "come out. I will pull your hair and you pull mine."

She also removed a photograph of Lord Zarathustra and swore on it 'you will go mad with in a few days and will roam the streets in such a state of madness.' She abused our community saying 'All Parsi men are Bayela (Cowards) they should wear bangles, they make their wives work and make them to dirty things like 'Randis' and live on their earnings.'

She questioned Shri Gandhi, who had come thereafter and set on the other vacant chair, about our identity asking him as to whether he knew her. That she was coming near Mrs. Bastawalla and he should know that she was Kum. Panthaky who had won the case against Union Bank. She continued shouting abuses attracting attention of other people then pointedly looking at Shri Gandhi she repeated the foul language telling him that he should wear bangles that he was making his wife do dirty things and live on her earnings.

Thus, she continued to shout in general in the canteen drawing attention of the people to the fact that she was Kum. Panthaky whose services were terminated and who had won the case against the Bank in the Court of Law, subsequent to which she was re-instated in the services of the Bank. She also told the persons sitting in the canteen that they must read the paper wherein her case was given, how she had defeated UBI. She said, "Paper Padho, Padho Kaisa Union Bank Ka Bhavada Nikla". In short, she was trying to ridicule the Bank and also the good name of our community.

We wish to place this complaint on record so that such an incident does not occur again and we should not be held responsible for any untoward incident which may occur on account of the misbehaviour and direct provocation of Kum. Panthaky."

about how Miss. Panthaky was perpetual source of nuisance and disturbance in the Department and also referred an incident which took place on 11-8-1982, itself. He stated as follows :—

"The above named Clerk is a perpetual source of nuisance and disturbance in the department by her disorderly and at times riotous behaviour.

She misbehaves with her colleagues and superiors and often uses abusive and filthy language while talking to them, and her attitude is one of arrogance. Reports have been reaching the undersigned of Miss Panthaky drawing others into conversation during working hours and later on indulges in shouting in a abusive and loud tone making defamatory statement about the Institution and superior. We have been keeping a watch on her and have been trying to check on her outbursts by counselling but in vain.

However, today at about 11.00 a.m. once again she indulged in shouting in a loud tone and completely disturbing the peace and working of the entire department as reported to me by the Superintendent; and other staff. All efforts to pacify and check her only results in continuance and further accentuation of the misbehaviour. Since she had become a threat for the peaceful functioning of others and the department Security people were called who I understand were also abused and shouted at by her. We trust the Security Officers must have submitted their independent observations on her behaviour.

Further we wish to inform you that she is often irregular in attending her work and rarely attends office in time.

Since it has become impossible to function for others due to such uncalled for and arrogant as well as disorderly behaviour, we request you to kindly initiate necessary action including a thorough investigation in the matter."

It appears that after the incident described by Shri Kanga in his report he called the Security Officer Shri Gabriel and requested him to approach Miss. Panthaky to talk her into keeping quiet and to desist from making threatening gestures. Shri Gabriel has described in his report dated 14-8-1982 how Miss. Panthaky behaved with him when he approached her as per the direction of the Manager. This is what he stated in his report.

"At about 1500 hrs., on 11 August, 1982, I was instructed by Mr. Sarabhai, Security Officer, to proceed immediately to 4th floor and investigate a commotion being created by a Staff Member.

I contacted Mr. A. B. Kanka, Manager Accounts Department, who told me that he had summoned the assistance of security staff, as he had apprehended violence from one of his staff members one Miss. Panthaky. He added that, from about 1130 hrs. she was from her seat, shouting at the top of her voice, gesturing wildly, abusing and cursing. He further added that she did not intimidate or shout

29. In his report dated 11-8-1982, Shri A. D. Kanga, the Manager Branches Accounts Department wrote to the Manager (P), Department of Personnel

at anyone in particular as any time of her tantrums, but by her actions and words the other staff members, especially the ladies were panic stricken and were unable to concentrate on their office work.

I enquired from Mr. Kanga, whether Miss. Panthaky had ever behaved this way before. He said that he and his staff had witnessed indeed such behaviour ever since she was posted to his dept., but the scale and level of it that day had not parallel. He requested me to approach her and talk her into keeping quiet, and to desist from making threatening gestures. He admitted that no staff member dared approach her for fear of coming to harm and that was the primary reason he had sought my assistance.

After getting this information a staff member indicated to me, Miss. Panthaky, who was sitting at her desk at the moment. From a discreet distance I observed Miss. Panthaky. Miss. Panthaky in a high pitched voice was talking to herself in a language, which I could not decipher.

At this juncture I decided might be needing help from another Security Officer. I telephoned my Section and asked for Capt. Desai or Mr. Sarabhai, Security Officers. But they were not available at that moment. Deciding that further waiting might exacerbate the situation, I approached Miss. Panthaky at her desk. Politely I addressed her and asked what was troubling her? Quietly she told me that nothing was troubling her. I then tried a different approach. I told her that I came as a friend to help her, (I never mentioned that I was a Security Officer since she might become more defensive at the word "Security"). Whether she was feeling unwell and perhaps she required the assistance of a Doctor. Suddenly she jumped out of her chair and stamped out of the office towards the bathroom and on the way yelling "you all do not believe in live and let live, idiots."

After this I met Mr. Kanga and narrated my encounter with Miss. Panthaky. I finally got in touch with Capt. Desai and apprised him of the situation. Meanwhile Miss. Panthaky returned to her desk and quietly set down.

After this Capt. Desai and Mr. Sarabhai went down to meet Miss. Panthaky. I requested Mr. Kanga that he should advise the staff members to ignore Miss Panthaky, for the day since it might again bring in a host of problems for them. I again checked Mr. Kanga, and he told me that every thing was normal and quiet.

For the rest of the day Miss. Panthaky did not cause any kind of trouble and I saw her again 1747 hrs., leaving the building's premises."

30. In the complaint made by the 21 employees they mentioned 9 incidents about the behaviour of Miss Panhaky from 17-6-1982 to 11-8-1982. The complaint which is signed by the said employees reads as follows :

"On several occasions we had brought to your kind attention the misbehaviour of Miss J. P. Panthaky more particularly when she becomes arrogant and indisciplined, although you have been patiently hearing our complaints and advising us to persuade her politely and in a claim manner.

Since last few days our patience has been exhausted due to her constant shouting on top of her voice and using abusive and filthy language, we have no other alternative but to make this petition with a request to intervene and get her transferred out of Branches Accounts Department.

For your information we place before you the following incidents wherein not only the supervisory staff but

the entire staff members of our Department (4th floor) have been put in an embarrassing position.

1. The day she joined the department i.e. when the Asst. Superintendents (Mr. K. M. Rupa and Mrs. N. B. Sanjana) went to the Manager's cabin for some work, she immediately commented near the typist pool as "whether these are chamcha/Chamchi of management."
2. Whenever any instructions are given for the work allotted she generally asks for the supervisory staff to give in writing.
3. From the time she has stopped in our department, she is all the while abusing/cursing her Parsi community and more particularly ladies by using filthy language which is not befitting to a lady.
4. During office hours on several occasions she used to stand near the table of one of the Officers—Mr. N. J. Bhatt and narrate her family history on top of her voice, that too in a very unusual language. On complaint of Mr. Bhat one day, you instructed Mr. N. J. Bhatt not to allow her to sit during office hours and thereafter this practice was stopped.
5. She has not been attending the office in time, as a result of which the Officer concerned who is looking after staff matters Mr. C. C. Gala, used to mark a red line in the Muster Roll against the late comers. One day she objected to it loudly by disturbing the department and complained to Mr. N. J. Bhatt that the Officers concerned is purposely noting her name first instead of others. Thereafter Asst. Superintendent—Mrs. N. B. Sanjana intervened and explained her the entire procedure for which she did not make any objection.
6. Whenever any instructions about work are given to and of the staff, she intervene and passes comments such as "CHALI SACHHE LOG SEAT BE BAIT JAO TEACHER AA GAYA" "You can go to M.D., Mr. Limbuwalla Mr. Paradkar or anybody. I don't care. My advocate will reply and if you enquire or ask anything I will issue notice to all of you I don't care, who cares of you. You are just "Muchher" (Mosquitoes)".
7. On 17th July 1982, (Saturday) at about 2 P.M. Miss. J. P. Panthaky as usual started shouting and abusing in the department to which Mr. V. B. Naik (Superintendent) requested her to talk softly, but instead of taking help of his request, she continued and there after Mr. Naik complained to you. You had called her in your cabin, but that too she refused saying "I am busy, I cannot come".
8. On 6th instant around 4.45 P.M. the lady members come complaining to the supervisors that Miss Panthaky is not allowing anybody to use the Indian Toilet, as she was busy washing her shoes with the doors open. When they requested her to hurry up she looked herself inside the toilet and started banging the doors, with the result that most of the lady members went on 3rd and 5th floors. This was witnessed by Mrs. S. Katheria, Mrs. M. Narjee, Mrs. Poonawalla, Mrs. Pithawalla, Miss M. Punjabi, Miss C. Bangora. On 11th instant she came late and after signing the Muster Roll she started shouting very loudly, thereby our department work was disturbed and peace of mind of the staff was also disturbed. At this stage we have to state that whatever she jabbered was not related to any staff member but of her past family life. When she used filthy language on top of her voice, our Superintendents Mrs. S. K. Gaitonde, Mr. Sujir and Senior Officer Mr. N. Patel persuaded and requested her to calm down and to speak slowly. She in turn lost her temper at Mr. Patel and told him to "shut up" please go" and to leave her alone.

After taking a rest/lunch she returned back to her seat suddenly and started shouting against the management of our bank. By this time our patience was completely exhausted and then as a last resort Security Officers with Guards were summoned (Mr. Gabriel, Mr. Desai and Mr. Sarabhai). They too observed her behaviour for nearly an hour and thereafter Mr. Gabriel tried to persuade her very calmly but she insulted him and shouted "get out from here" and she left her seat and went out, but uttering "stupid" do whatever you like. I don't care".

We are of the opinion, that in the interest of our department it will be better if she is transferred from this department."

31. Similar charges as in the first charge sheet were levelled against the workman by the supplementary charge sheet dated 12-10-82 (Ex. M-14). The charges were based on an incident which took place on 25-9-1982 and her conduct in the Princes Street Branch while operating her account in the said branch. The acts attributed to the workman by this charge sheet were as follows :

"On 25th September, 1982 at 9 a.m. she entered the Central Office premises of the Bank at Nariman Point Bombay and picked up waste papers from the waste paper basket as well as from the floor near the main entrance and the main gate. She thereafter entered the canteen and removed the notices displayed on the notice board and tore them. Thereafter, she came down and forcibly entered the search room near the staircase entrance and throw down the telephone kept on the table.

It is further reported that on several occasions while operating the S.B. A/c No. 11496 at Princes Branch she behaved in a violent and disorderly manner. For instance, once she pulled out the rod of the collapsible door and the tube lights from the bridge and on another occasion she spilled water on the floor from the cooler and broke the glass tumbler."

The first incident was deposed to by the Security Officer Shri Y. B. Sarabhai who had submitted his report to the Manager (Administration) on the very day namely 25-9-1982. The witness proved his report and corroborated the contents therein. In respect of the second incident, the management examined Shri F. N. Forbes who was working as an Accountant at the Princes Street Branch on the relevant date. He deposed about Miss Panthaky's behaviour at the time of her visits to the Princes Street Branch for operating her account during August/September, 1982. He also proved the report which he made in this behalf to the Central Office on 23-9-1982.

32. The witnesses examined by the management in the enquiry proved their respective complaints and their reports and by and large substantiated the allegations made in the complaints and reports. The discrepancies in the oral evidence, of which much was sought to be made by the learned counsel for the workman are of minor nature and do not render the evidence unacceptable. The evidence led by the management was quite cogent apart from the fact that it remained completely unchallenged. The Enquiry Officer, who himself was the Disciplinary Authority was perfectly justified in basing his finding on that evidence. The evidence, oral as well as documentary, proved the allegations in both the charge sheets.

33. It is however rightly contended that the acts and conduct attributed to the workman cannot be said to be prejudicial to the interest of the Bank though her acts completely disrupted the

discipline of the office and her behaviour on the premises of the Bank and while on duty was riotous and disorderly. Her conduct in the Princes Street Branch also had absolutely no nexus to her employment. Admittedly, she used to go to the Princes Street Branch for operating her account in which her salary used to be deposited. Hence so far as the Princes Street Branch was concerned she was one of the customers. Her behaviour in that Branch had nothing to do with her employment and her behaviour in that Branch though unseemly and unruly was that of a customer of the Bank. This conduct also cannot be said to affect the reputation of the Bank because other customers were not expected to know that she was an employee of the Bank. The evidence led at the enquiry, however, sufficiently proved all the charges levelled against the workman except the charge of committing acts prejudicial to the interest of the Bank.

34. It was contended that the dismissal order is nullify because no hearing was given to the workman as regards the nature of the proposed punishment as required by clause (a) of paragraph 19.12 of the Bipartite Settlement which lays down that workman shall also be given a hearing as regards the nature of the punishment proposed in case any charge is established against him. It appears that the notice issued to the workman in this behalf asking her to remain present for personal hearing on 1-9-1982 was not returned till 3-9-1982 the date on which the dismissal order was passed. The notice was returned on 12-9-1982 with an endorsement of refusal dated 9-9-82. It was therefore contended that as the workman was not served with the said notice before 1-9-1982 the date fixed for personal hearing the order passed on 3-9-1982 must be deemed to have been passed without fulfilling the mandatory requirement of personal hearing and hence is a nullity. It is however, pertinent to note that the workman had refused to accept all previous notices. It is also pertinent to note from the endorsements on the envelope containing the notices that the workman could be contacted by the postman after several attempts. The notice was also sent in good time. It could therefore be safely inferred that even if the notice would have been tendered in good time the workman would have refused to accept the notice and ignored the personal hearing. She admittedly refused the notice not because the date of personal hearing was already over but because she had decided to refuse to accept any notice or communication coming from the enquiry officer with the avowed object of thwarting the enquiry. Further in view of the fact that the enquiry was *ex parte* it was not even necessary to give a personal hearing to the workman as regards the proposed punishment. In view of this the non-compliance with the requirement of giving personal hearing, which in view of the recalcitrant attitude adopted by the workman was reduced to an empty formality, did not have the effect of rendering the dismissal order a nullity.

35. There is however great force in the submission that the extreme punishment inflicted on

the workman is disproportionately harsh. It is pertinent to note in this context that failure to show proper consideration and courtesy to superiors and colleagues and unruly and unseemly behaviour while on duty are minor misconducts enumerated in clause (j) of paragraph 19.7 of the Bipartite Settlement dated 10-10-1966. No doubt, riotous and disorderly behaviour on the premises of the Bank is a major misconduct and though committing acts subversive of discipline is not specifically included in the major misconducts enumerated in paragraph 19.6 it is no doubt, a serious misconduct. But all said and done, having regard to the nature of the acts complained of and also to the fact that the workman's previous record was not bad there was no justification for inflicting the extreme penalty of dismissal from service. Her behaviour appears to be an outburst of a person suffering from some sort of schizophrenia developed on account of an unjustifiable suspicion that the entire management of the bank and all her colleagues were enmical towards her.

36. Though there was no justification for inflicting the extreme penalty of dismissal from service, it is not a case in which the workman should be re-instated in service. Whatever may be the cause of her behaviour she by her unruly, riotous and indecent behaviour has become a veritable nuisance to the Bank especially her colleagues in the Branch where she is working. It is not that she has fallen out with any particular member of the staff belonging to the 'Parsi' community to which agement of the bank especially members of the staff belonging to the 'Parsi' community to which she belongs. Even though she belongs to the same community she hates members belonging to that community and has nothing but vulgar abuses for them. She is not only non co-operative with her colleagues but her behaviour with her colleagues as well as with her superiors is insulting full of

contempt and amounting to insubordination. This behaviour which had become a daily affair is not expected to be tolerated either by the management or by her colleagues. The incident, which took place just within a period of 2 to 3 months after she was re-instated in service shows that she flies in tantrums and becomes violently abusive without any rhyme or reason. In view of the nature developed by her towards everybody who represented the management and her peculiar nature which is reflected in the acts which are attributed to her no useful purpose could have been served by transferring her to any other branch. On the contrary she would have re-acted to such step more violently. Such an employee therefore cannot be thrust on an establishment where customer service to the public is the basis of its activity. This is therefore a case in which in lieu of reinstatement in service monetary compensation would be adequate relief.

37. In the result therefore the order of dismissal from service is set aside and it is substituted by discharge from service, though by way of punishment, and the management is directed to pay to the workman besides all the amounts she would be entitled to get on account of discharge from service, compensation at the rate of 3 months salary for each year of completed service. In computing the service period the break in her service on account of the earlier order of dismissal will be ignored and the entire period of service from the date of her appointment namely 12-1-1970 till the present termination shall be taken into consideration for computing the compensation. Award accordingly.

M. S. JAMDAR, Presiding Officer  
[No. L-12012/54,85-DII(A)]  
N. K. VERMA, Desk Officer.

